



**SOUTHERN NEVADA REGIONAL
HOUSING AUTHORITY**

**INVITATION FOR BIDS (IFB)
FOR
JANITORIAL SERVICES
COMMERCIAL & VACANT UNIT CLEANING SERVICES**

IFB# B23012

**Submission Deadline:
March 9, 2023 @ 10:00 AM**

**PROCUREMENT DEPARTMENT
340 North 11th Street, Suite 180
Las Vegas, NV 89101**

Tel: (702) 477-3145- Fax: (702)922-7050 - TDD: (702) 387-1898



PRE-BID MEETING
AGENDA
INVITATION FOR BIDS (IFB) # B23012

FOR
JANITORIAL SERVICES
VACANT UNIT CLEANING & OFFICE BUILDING SERVICE

FEBRUARY 16, 2023 8:00 AM
VIA VIDEO CONFERENCE

Join on your computer, mobile app or room device

Click here to join the meeting

Meeting ID: 285 157 459 34

Passcode: Labd99

Download Teams | Join on the web

Or call in (audio only)

+1 323-406-1159,,352484830# United States, Los Angeles

Phone Conference ID: 352 484 830#

Please turn off all cell phone and beeper devices.
Calling in please announce yourself.

Attendance Sign-In

All contractors are instructed to email Wanda Beckett at Procurement@sivrha.org if you will be attending this meeting.

Meeting Conducted by: Wanda Beckett, SNRHA Contract Administrator

All questions regarding this IFB must be directed to W. Beckett only.

Communication with any other SNRHA Staff, Board Member or Resident regarding this solicitation will result in no award of contract.

Introductions of SNRHA Staff and Attendees:

- Terris Foley, IT Manager, SNRHA Information Technology Dept.
- Johnny Shaw, Procure Manager, SNRHA Procurement Dept.

A. W. Beckett to provide an overview of the Solicitation Requirements:

1. All bidders participating in this IFB process must be registered in Nevada Government E-Marketplace <https://www.ngemnv.com>



2. **Question submission deadline is February 27, 2023 at 10:00am. No questions will be responded to after this date and time.** Questions that cannot be answered during the Pre-Bid Meeting will be responded to in an addendum issued after this meeting.
3. **ADDENDUMS:** All questions and points of clarification received after this meeting are to be submitted in NGEM or emailed to Wanda Beckett at Procurement@snrha.org. **All response to questions will be responded to in the form of an Addendum posted on NGEM.** In NGEM if you click you are “bidding” you will be automatically notified of all notices and addendums related to this IFB. Problems with NGEM contact: Support@ionwave.net; **Important: It is the responsibility of all Bidders to ensure that they have received all addendums and notices issued as it pertains to this IFB.**
4. **Review of IFB Document and Requirements**
The contractor is required to review the entire IFB document, including all attachments.
5. **This IFB is organized into six (6) sections:**

An Overview of the SNRHA;

“Information at a Glance” Page 4, which is a summary of important deadline date and Beckett contact information;

1. **Section 1.0 Reservation of Rights and Protest Procedures Page 10;**
2. **Section 2.0: Scope of Services and Specifications pg.10–** Provides interested respondents with a general description of the tasks to be performed, delineates interested respondent’s responsibilities, and defines deliverables as applicable;
3. **Section 3.0: Solicitation Procedure and Submission Instructions Pg. 17–** Describes the required format and content for the submittal; a total of 3 copies of the Proposal Submittal submitted in binders and organized with Tabs. One (1) with all originally signed and filled out documents, marked as “Original” and two (2) identical copies of the original proposal marked as “Copy”.

Submission Deadline: This is a two (2) Step submission process. Both submissions are due on March 9, 2023 @ 10:00 AM

STEP I - Enter in NGEM under “Line items” a Summary of Cost Proposal.

STEP II -Deliver two (2) copies of the Hardcopy Proposal:

1 -marked “Original” containing all originally filled out and signed documents; and 1 -identical copy of the Original binder. All formatted according to IFB instructions. (refer to Section 3.0).

All Proposals must be delivered in a sealed package to the following address by the submission deadline:



INVITATION FOR BID IFB#B23012
JANITORIAL SERVICES

Procurement Dept. 340 N. 11th Street, Las Vegas NV 89101

Late submissions will not be accepted.. Mailed bids must be post-marked 24 hrs. prior to the submission due date and **SNRHA must receive prior notification.**

4. **Section 4.0: pg. 24 Bid Results:** Describes how submittals will be evaluated; Evaluation will be conduct in two (2) STAGE;
 - **Stage I–Cost Proposal Evaluation** to develop a list of the lowest bidders based on the cost entered in NGEM;
 - **Stage II-Evaluation of low bidders to determine if all IFB requirements are met with the Proposal and background check meet SNRHA & HUD requirements**
5. **Section 5.0: pg. 25 Contract Award and Requirement.** General Requirements –insurance, Laws and Regulations; Business Licenses, etc.
6. **Section 6.0: pg. 31 List of Appendix No. 1 SNRHA Property List and other Attachments;** Required Forms and pertinent information for your file and for submission with proposal.

B. Johnny Shaw, Procurement Manager - Section 3 Requirements:

Section 3 Regulation / SNRHA Policy - Contractor Compliance; and Section 3 Business Certification (Refer Appendix No. 1) for preference points.

- a) **Section 3 Clause & Contractor Initial Response For** –. All contractors must comply with Section 3 HUD regulations and SNRHA Policy and Contractors Compliance requirements. These forms under Appendix No. 1 must be provided with proposal submittal under the appropriate Tab.
- b) **Section 3 Business Certificate and Bidding Preference:**
Note: Bidder must provide a Section 3 Certificate with the Hard copy Proposal to be considered for preference points.
- c) **Questions regarding Section 3 Regulations and/or obtaining a Section 3 Business Certificate contact: Johnny Shaw jshaw@sivrha.org 702-477-3146 as noted in the IFB.**



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SNRHA's NARRATIVE OF SERVICES

Southern Nevada Regional Housing Authority (SNRHA), an Accredited Management Organization®, was formed in January 2010 through the consolidation of the three housing authorities in the Las Vegas Valley. The consolidated SNRHA is the 32nd largest public housing authority in the country and the 6th largest PHA in HUD Region 9, which encompasses California, Arizona, Nevada and Hawaii and has an annual budget of \$177 million.

SNRHA currently owns and manages 19 public housing properties, 386 scattered site units (single-family homes) totaling 2,149 public housing units. A total of 4,266 residents are served under this program. Of the 19 public housing properties 16 are conventional public housing, four (4) designated senior developments, two (2) designated as elderly/disabled developments, ten (10) are designated as family developments. The remaining three (3) properties are Mixed Finance public housing properties designated as family developments.

SNRHA also administers over 12,500 Housing Choice Vouchers (Section 8) that allow families to rent in the private market and receive a subsidy towards their rent. With this assistance, participants are able to pay approximately 30 percent of their annual adjusted income towards their rent, while the SNRHA pays the remainder. The SNRHA helps provide housing to approximately 28,841 participants under this program.

SNRHA owns and manages an additional 1,116 affordable housing units (non-subsidized) which includes two (2) mobile home parks, one (1) senior site, three (3) family sites and 132 scattered site units (single-family homes) including NSP single-family homes located in Clark County, Henderson and City of North Las Vegas. Additionally, SNRHA manages sixty (60) NSP single-family homes for the City of Las Vegas. The SNRHA helps provide housing to approximately 2,147 residents under this program.

SNRHA through its preservation efforts recently converted eight (8) properties from Public Housing to Project-Based Vouchers through the Rental Assistance and Demonstration Program (RAD) totaling 845 units, plus 8 HOME units serving a total of 1,157 residents under this program.

SNRHA has an extensive and honorable lineage as the successor to the Housing Authorities of Las Vegas, North Las Vegas, and Clark County. All of that expertise is now under one roof and we hope to serve our Southern Nevada residents and clients much more efficiently.

SNRHA is made-up of staff from diverse cultural, ethnic and racial backgrounds. We believe diversity promotes awareness and understanding, and allows creativity and openness to change. The SNRHA recognizes and celebrates workplace diversity and believes it is an essential part of our organization in order to face the challenges of the future.

Emerging Small Businesses (ESB), Minority, Women-Owned and Small Business Enterprises are encouraged to participate in this Solicitation Process. For additional information regarding ESB, please the Emerging Small Businesses (ESB), of the Governor's Office at (702) 486-4700 or 702-486-2630.



INFORMATION AT A GLANCE

<p>SNRHA CONTACT PERSON(S) Important: Contact with any other SNRHA staff other than the person named within this document is prohibited and will result in your Proposal being rejected. This also applies to any contact with SNRHA's Residents and Board of Commissioners.</p>	<p>Wanda Beckett, Contracts Administrator, 702-477-3145 Email: Procurement @SNVRHA.org</p> <p>-Or- Contact: Linda Simpson 702-477-3144 TDD: 702-386-0789</p>
<p>HOW TO BID AND OBTAIN THE IFB DOCUMENTS ON THE APPLICABLE INTERNET SITE</p>	<p>Nevada Government e-Marketplace (NGEM) https://nevada.ionwave.net/</p> <ol style="list-style-type: none"> All Companies submitting a bid must be registered in NGEM to enter their cost proposal. Then comply with the solicitation requirement. Bidders can also download the solicitation document for SNVRHA website https://www.snvrha.org/ click on "Doing Business" for the Procurement page.
<p>PRE-BID MEETING VIA VIDEO CONFERENCE</p>	<p style="text-align: center;">Video Conference will be conducted on February 16, 2023 at 8:00 am</p> <p>All companies attending this meeting must email SNVRHA their contact information to confirm their attendance.</p> <p style="text-align: center;">Microsoft Teams meeting Join on your computer, mobile app or room device Click here to join the meeting Meeting ID: 285 157 459 34 Passcode: Labd99</p> <p>Join on your computer, mobile app or room device NOTE: The agenda for this Pre-Bid Meeting can be access under "Attachments" tabs in NGEM.</p>
<p>QUESTION SUBMISSION DEADLINE</p>	<p>All questions must be submitted through the Nevada Government e-Marketplace (NGEM) https://nevada.ionwave.net/ by:</p> <p style="text-align: center;">February 27, 2023, 10:00 A.M.</p> <p>All responses to questions will be issued in NGEM in the form of an Addendum.</p>
<p>HOW TO FULLY RESPOND TO THIS IFB BY SUBMITTING A PROPOSAL SUBMITTAL</p>	<p>BIDS MUST BE SUBMITTED BY</p> <p style="text-align: center;">March 9, 2023, 10:00 A.M. Late bid submissions will not be accepted.</p> <p>Two (2) Step Submission Process: Per the IFB both submissions must submit by the date and time noted above,</p> <ol style="list-style-type: none"> All Cost Proposal are to be entered in NGEM: and Hardcopy proposals must be delivered to SNVRHA As stated within the IFB document, deliver Two (2) copies of your "hard copy" proposal as specified in the IFB document.
<p>ANTICIPATED APPROVAL BY SNVRHA BOARD OF COMMISSIONERS</p>	<p>Thursday, March 16, 2023 SNVRHA Commissioners Chambers 340 North 11th Street Las Vegas, NV 89101</p>

1.0 SNRHA'S RESERVATION OF RIGHTS AND PROTEST PROCEDURES:

- 1.1 The SNRHA reserves the right to reject any or all proposals, to waive any informality in the IFB process, or to terminate the IFB process at any time, if deemed by the SNRHA to be in its best interests.
- 1.2 The SNRHA reserves the right not to award a contract pursuant to this IFB or award a contract to more than one Bidder/Bidder/Professional if it deems it is necessary to do so.
- 1.3 The SNRHA reserves the right to terminate a contract awarded pursuant to this IFB, at any time for its convenience upon 10 days written notice to the successful bidder(s).
- 1.4 The SNRHA reserves the right to determine the days, hours and locations that the successful bidder(s) shall provide the services called for in this IFB.
- 1.5 The SNRHA reserves the right to retain all proposals submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of the SNRHA Purchasing Manager (PM).
- 1.6 The SNRHA reserves the right to negotiate the fees proposed by the bidder entity.
- 1.7 The SNRHA reserves the right to reject and not consider any proposal that does not meet the requirements of this IFB, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
- 1.8 The SNRHA shall have no obligation to compensate any bidder for any costs incurred in responding to this IFB.
- 1.9 The SNRHA reserves the right to accept only one Solicitation per company carrying the same Tax Identification Number.
- 1.10 SNRHA reserves the right and requires all Bidder/Bidder/Professionals to comply with the American Disability Act (ADA) on all contracts which are as follows:
 - 1.10.1 Bidder/Professional agrees to comply with the federal statutes relating to non-discrimination. These include, but aren't limited to Section 504 of the Rehabilitation Act of 1973 as amended (29USC section 794) which prohibits discrimination on the basis of handicap and the Americans with Disabilities Act of 1990.
 - 1.10.2 The Bidder/Professional agrees to abide by the requirements of the following as applicable; The Rehabilitation Act of 1973 as amended, the Vietnam Veterans Readjustment Assistance Act of 1974; the Requirements of the ADA of 1990. The Bidder/Professional agrees not to discriminate in its employment practices and will render services under this agreement and any contract entered into as a result of this agreement, without regard to Veteran status or disabilities. Any failure to comply with these statutory obligations when

applicable shall be grounds for termination of this agreement and any contract entered into as a result of this agreement.

1.10.3 The SNRHA reserves the right to reject and not consider any bid of which communication between a Bidder and a member of the SNRHA staff, its Residents or Board of Commissioners (BOC) is violated. Communication regarding this Proposal is prohibited from the time the Proposal is advertised until the Proposal is recommended for award of a contract. Questions pertaining to this Proposal shall be addressed only to the "Designated Contact(s)" as specified on the previous page of this document. Failure to comply with this requirement shall result in the Proposal being considered nonresponsive.

1.10.4 The SNRHA shall reserve the right to at any time during the IFB or contract process to Prohibit any further participation by a bidder or reject any proposal submitted that does not conform to any of the requirements detailed herein. **By accessing SNRHA and Nevada Government E-Marketplace (NGEM) websites and downloading and responding to this Solicitation, each prospective bidder is thereby agreeing to abide by all terms and conditions listed within this document and within the noted Internet site, and further agrees that he/she will inform the SNRHA PM in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by the SNRHA that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve the SNRHA, but not the prospective bidder, of any responsibility pertaining to such issue.**

1.11 Protest Procedures: Any prospective or actual bidder, offeror, or Bidder/Professional in connection with the solicitation of a proposal or award of a contract, shall have the right to protest.

1.11.1 To be eligible to file a protest with the Public Housing Authority (PHA) pertaining to an award of contract, including small purchase, competitive proposal, or sealed bid the company or individual filing the protest must have been involved in the bid process in some manner (i.e. registered and received the solicitation documents) when the alleged situation occurred. The SNRHA has no obligation to consider a protest filed by any party that does not meet these criteria.

1.11.2 A Bidder who submits an unsuccessful bid may not seek any type of judicial intervention until the Contracting Officer (CO) or his designate(s) have made a determination on the protest and awards the contracts.

1.11.3 Neither the BOC, CO nor its authorized representative is liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by a Bidder who submits a bid, whether or not the person files the protest pursuant to this section.

1.11.4 The CO shall review the written protest and supportive data, within ten (10) days after receipt of the written protest, issue a written opinion and decision. This document shall state the reasons for the action taken as well as inform the alleged aggrieved protestant of the

right of further administrative review. A copy of this written opinion and decision shall be placed on file.

1.11.5 A Protest shall be in writing, and must include the following:

- 1.11.5.1 A bond;
- 1.11.5.2 The name, address and phone number(s) of the protestor;
- 1.11.5.3 The solicitation/contract number and project title;
- 1.11.5.4 A detailed statement of the basis for the protest;
- 1.11.5.5 Supporting evidence or documents to substantiate any arguments;
- 1.11.5.6 The form of relief or remedy requested;
- 1.11.5.7 All protests shall be submitted to the CO or his/her designee;
- 1.11.5.8 The written protest of an award of contract must be received within ten (10) calendar days after bid result notification of the contract award has been sent to the protestor or the protest will not be considered;
- 1.11.5.9 All written protest received by the SNRHA must be signed and date/time stamped upon receipt of the written protest;
- 1.11.5.10 Bond Requirement for Protest;
- 1.11.5.11 A bond or surety is required to be submitted with the protest documents (noted above);
- 1.11.5.12 A protest submitted without the bond or security shall not be considered;

1.12 **Bond/Security:** A bond with good and solvent surety authorized to do business in this State of Nevada, or submit other security, defined as a cashier's check, money order or certified check, endorsed to the SNRHA. The bond or surety must be in an amount equal to 25% of the total value of the bid; and

1.12.1 A bond posted or other security must be submitted with the protest. SNRHA shall hold the bond or other security until a determination is made on the protest.

1.13 **Receipt of Protest:**

1.13.1 Upon timely receipt of the protest, the CO or designee shall review the protest and issue a written decision on the matter within a reasonable time. If the protest is denied, the written decision shall be a final decision, unless an appeal hearing is requested;

1.13.2 SNRHA Legal Counsel may be obtained at the approval of the Executive Director (ED)/CO or the designate;

1.13.3 Prior to submitting a response to a protest, the CO must ensure compliance with HUD and other applicable regulations;



1.13.4 If the protest has been generated by a legal firm then SNRHA Counsel at the discretion of the CO and/or ED shall prepare any all subsequent responses; and

1.13.5 If a decision to deny the appeal/protest is unclear SNRHA may consult with legal counsel.

1.14 Response to Protest:

1.14.1 The Contracting office shall review the written protest and supportive data, if any. He/she shall, within 10 days after receipt of the written protest, issue a written opinion and decision. This document shall state the reasons for the action taken as well as inform the alleged aggrieved protestant of the right of further administrative review. The CO shall fully document the protest decision in writing in the contract file.

1.15 Denials of Protest:

1.15.1 The CO shall notify the protestor in writing of the PHA's decision and state the basis for the denial. The notification shall apprise the protestor of any appeal rights in accordance with the PHA's protest procedures.

1.15.2 **Note:** When the protest is denied, the SNRHA may make a claim against the bond or other security in an equal amount to the expenses incurred due to the unsuccessful protest. Any money remaining after the claim has been satisfied must be returned to the company/individual who posted the bond or submitted the security. A request for Appeal Hearing ceases this action until a final determination is made.

1.16 Protest – Appeal Hearing:

1.16.1 If the company or individual protesting does not agree with the written opinion and decision issued by the CO, the protestor may request an Appeal Hearing.

1.17 Appeal Hearing Procedures:

1.17.1 The request for an appeal hearing must be delivered in writing (signed and date/time stamped) to the CO within five (5) calendar days of receipt of the written opinion and decision. Failure to request an appeal hearing within five (5) calendar days of receipt of the written opinion and decision or comply with the instructions below shall relieve the SNRHA of any responsibility to consider the request. The following procedures must be adhered to:

1.17.1.1 The request for an appeal hearing must contain the specific reasons for the appeal and all supporting data for those reasons.

1.17.1.2 After review of the request is submitted, it shall be within the administrative powers of the contracting officer to grant or deny any request for administrative appeal.

1.17.1.3 After a complete review of the alleged aggrieved protestant's written

request and supporting data, if the ED decides that the request does not merit further consideration, he/she shall render his/her decision in writing to the alleged aggrieved protestant. A decision rendered under this paragraph shall be made within 10 days after the receipt of the alleged aggrieved protestant's request for an administrative hearing. This decision shall be final without further administrative recourse.

1.17.1.4 After a complete review of the protest and findings, if the CO decides that the request merits further consideration, he/she shall forward the protestant's written request, along with a cover letter explaining why it merits further consideration and with a recap of all proposals submitted and a copy of the original written protest, to the SNRHA Legal Counsel for consideration. The SNRHA Legal Counsel shall issue a decision to the protestor, in writing, within 10 days of his/her receipt of such documents.

1.17.1.5 Such written decision delivered to the Protester shall exhaust the SNRHA's internal protest and administrative appeal process available.

Important

RESTRICTED COMMUNICATIONS REGARDING THIS IFB:

Proposer's Responsibilities—Contact With the SNRHA: It is the responsibility of the Proposer to address all communication and correspondence pertaining to this IFB process to the SNRHA Contact noted only. Proposers must not make inquiry or communicate with any other SNRHA staff member or official (including members of the Board of Commissioners) pertaining to this IFB. Failure to abide by this requirement will be cause for the SNRHA not to consider the proposal submittal received from any proposer who has not abided by this directive.

2.0 Scope of Work/Technical Specifications:

The SNRHA is seeking bids from qualified and licensed companies to provide refinishing services on an as needed business. The successful Bidder shall, as required by code, law, regulations or manufacturer's requirements and/or recommendations, provide the detailed services including a work plan as described under Tab 4. Contractor to provide all labor, materials, equipment, supervision, and transportation necessary to provide the services outlined in this IFB. All work to be scheduled as detailed below or as scheduled with SNRHA representative and performed in a competent and timely manner

2.1 General Requirements: The SNRHA requires a Bidder to Commercial Cleaning Services for three (3) administrative buildings and Vacant Unit –Cleaning to ready units for occupancy. As a result of this IFB solicitation process, the SNRHA anticipates that it will execute a contract with the lowest, responsive Bidder.

The proposal shall include all of the following:

- a) Qualifications – A brief description and history of the firm including current size and how many persons are directly involved in the work proposed. Must be in business providing the services required for at least 5 years;
- b) Licensed to do business in Clark County area and State of Nevada;
- b) References – Bidders are to provide six (6) business references for contracted services similar to SNRHA requirements. Provide a list of current clients to include company name and address, contact person name, title, email and phone number; Contract amount, term and service provided. Bidder shall provide an overview of the firm's prior experience in providing the proposed service.
- c) Requirement: Contractor shall conduct background checks for all their employees working on SNRHA property. This information shall be made available to SNRHA upon request.

2.2 Cost Proposal: Bidders/Contractor must submit a fee schedule for the total term of the contract to be awarded (5 years). All fees/cost proposed for the services contained in this solicitation (IFB# B23012) shall be submitted through the Nevada Government E-Marketplace (NGEM). **Do not submit the cost proposal with the hard copy proposal.**

2.2.1 Work Order/Service Proposal for each site shall reflect the cost for services enter in NGEM for the 5-year term of the contract awarded.

2.2.1.1 Process for establishing the Work Order/Service Proposals for each site:

The Contractor shall meet with the Property/Amp Manager to obtain information on required services; of which shall include an inspection of the site.

- a) The contractor shall then provide to the Manager for each site, a description of the services to be provided, the cost, schedule of service, *if applicable*, time of completion.

- b) **Important:** Contractor must obtain an authorized signature from the SNRHA Manager and receive a Purchase Order from the Procurement Dept. prior to any work commencing;

2.2.1.2 Purchase Orders (Used to Assign Sites for Commercial Cleaning Services):

Purchase Orders shall be issued each fiscal year for the monthly Janitorial Cleaning Services as well as Vacant Unit cleaning. The Purchase Orders shall contain the site address, contact person and the annual budget allocated for that site.

2.3 Time-frame for Service:

- 2.3.1 Vacant Unit Cleaning Service:** Contractor must be able to provide the service on short notice. Contractor must respond to a request for service from SNRHA within 24 hours of notification. Vacant Unit cleaning shall be conduct Monday-Thursday (except legal holidays), 7:00 a.m. – 6:00 p.m.
- 2.3.2 Commercial Cleaning /Administrative Buildings:** Administrative Buildings shall be cleaned daily Monday – Thursday after 6:00pm., excluding SNRHA Holidays.
- 2.3.3 Schedule Changes:** Work Hours other than noted above must be mutually agreed to by SNRHA Representative and the Contractor. If a unit and/or property are not ready for service at the mutually agreed upon date and time, **24 hours notification** must be provided by SNRHA and the Contractor. Failure to meet this requirement can result in charges (refer to item # 2.6.2) applied to whichever party is in default of this requirement.
- 2.4 Warranty / Guarantee:** All work provided by any Bidder pursuant to any contract that ensues from this IFB shall be warranted or guaranteed for workmanship by that Bidder for a period of time of not less than 1 year (this does not overrule the product guarantee or warranty and does not, of course, apply to damage or Acts of God).
- 2.5 Service Approval:** All Services required are subject to SNRHA approval. Upon completion of work Contractor shall provide a work order / Task Order to SNRHA representative to approve the work completed. Commercial Cleaning Services work orders/Task Orders shall be submitted to SNRHA weekly or monthly as established with the SNRHA representative. For Vacant Unit Cleaning Task Orders this shall submit to SNRHA upon completion of the job.
- 2.6 Service Calls Backs: Call backs are defined as repeat visits due to the following:**
- 2.6.1** Call Back to be applied to the contract, the Contractors must enter an in the cost proposal (submitted in NGEM <https://nevada.ionwave.net/> specifically in the section entitled "Service Call Backs." If no fees are submitted in this section, then no charges can be applied to SNRHA.
- 2.6.2 Default Service Request:** SNRHA and/or the Contractor fails to notify the other party within 24 hrs., of the appointment that the schedule service is cancelled.

2.6.3 Cancellations or Rescheduled Service 24-hour Notification Required:

2.6.3.1 Contractor may charge a fee to SNRHA for failure to have unit(s) ready for the scheduled service; and / or failure to issue a notice of cancellation or rescheduling within 24 hrs. of the service. Equally, SNRHA can deduct the Call Back entered in NGEM by the Contractor for Failure to provide a written 24 hr. Notice of Cancellation to SNRHA.

2.6.3.2 Contractors fees / charges must be submitted in the cost proposal (submitted in NGEM <https://nevada.ionwave.net/>), specifically in the section entitled "Service Call Backs". If no fees are submitted in this section, then no charges can be applied to SNRHA.

2.6.3.3 SNRHA shall charge the Contractor \$100.00 per day for each day the mutually agreed upon service is delayed. These charges apply to:

- a) Contractors failure to provide the service at the mutually agreed date and time; and/or failure to provide 24 hrs. notice to SNRHA of rescheduling and/or cancellation of the service.
- b) Failure of contractor to complete the service by the agreed completion date.

2.7 Commercial Cleaning Services – Administrative Buildings

2.7.1 Detailed Services:

On-going Regularly Scheduled Commercial Cleaning Services: Provide on a daily basis a Monday – Thursday; services are to be provided after 6:00 p.m. each day and/or as mutually agreed to by both SNRHA and the Contractor.

2.7.2 The following minimum services to be provided daily unless otherwise specified:

2.7.2.1 Routinely sweep, dust mop and/or wet mop and buff all hard surface floors;

2.7.2.2 Vacuum and spot clean all carpeted areas, including carpeted or fabric wall surfaces or office modular partitions;

2.7.2.3 Empty all trash cans daily and replace trash liner and place bagged trash within the designated outside dumpster;

2.7.2.4 Empty trash cans on exterior of building;

2.7.2.5 Clean and empty the ashtrays outside

2.7.2.6 Dust or clean the exterior surface of all of all office and lobby furniture; cabinets; bookcases; interior and exterior glass doors, including frames; base boards;

appliances; doors; sashes; ledges; partitions; light fixtures; vents; pictures/frames; railings; chalk or markable boards (as directed by authorized SNRHA staff); office equipment, including telephones; wastepaper baskets; kick plates; drinking fountains;; and any other items or surfaces in need of attention to maintain a clean and professional look and condition;

2.7.2.7 Cleaning of all kitchen appliances, fixtures, surfaces and floor areas.

2.7.2.8 Clean and sanitize any coffee-making equipment, including pots (upon request of each individual office);

2.7.2.9 Common Areas/high traffic areas (lobby) shall be dusted, cleaned of all debris; mopped (wax if required) and/or vacuumed daily.

2.7.2.10 Clean interior and exterior of windows and seals;

2.7.2.11 Stripping and waxing of all hard surface floors to be provided upon request.

2.7.3 **Optional Service not a requirement:** Carpet Cleaning of all other non-high-traffic carpeted areas;

2.7.3.1 **Restrooms:** Completely clean and sanitize (on a daily basis) and restock all restroom area and fixtures, including floors; walls; doors; tile; mirrors; sinks; cabinets; countertops; fixtures; partitions; toilets and urinals; napkin dispensers; paper dispensers; soap dispensers, and any other item or fixture within the restroom area to maintain a clean and professional look and condition;

2.7.3.2 Replace, as needed, all urinal blocks; toilet blocks; canned air freshener and chemicals;

2.7.3.3 Wiping down the interior and exterior of all doors; cleaning all sinks;

2.7.3.4 Daily sweeping, mopping and cleaning of the interior and exterior of stairwells;

2.7.3.5 Annually strip and wax floors with prior authorization from SNRHA.

2.8 **Initial Clean-up Fees (Optional):** Proposers are not required to submit fees for this area, but proposers that desire to propose a clean-up fee for any or all of the locations may do so.

2.9 **Janitorial/Cleaning Supplies:** SNRHA may supply the janitorial supplies required in the Administrative Buildings, depending on contractor cost for these items (i.e. toilet paper, hand soap, toilet seat covers, urinal blocks, air fresheners and paper towels). SNRHA will also consider providing cleaning supplies (if there is a special request). *Contractor must provide in the hard copy proposal under Tab 4 a list of the bathroom products and cost for 5 years to be used. The List of Product should include the name of the manufacturer, brand name and description of the product and its use.*



2.10 Vacant / Unit Cleaning Service: SNRHA shall have all furniture and debris left by the previous occupant removed from the appliance and unit to allow Contractor to provide a thorough cleaning of the unit upon request. Vacant Units shall be cleaned and made ready for occupancy.

2.10.1 Vacant Unit Cleaning Services shall include the following:

KITCHEN:	STORAGE AND CLOSETS:
Cabinets empty and cleaned inside	Closet rods dusted & cleaned
Drawers empty and cleaned inside	Walls and shelves cleaned
Exterior of cabinets and drawers cleaned	Floors vacuumed & cleaned
Exterior of cabinets and drawers polished	LAUNDRY AREA:
Counters cleaned and disinfected	Dryer vent cleaned
Backsplash areas cleaned	W/D exterior & interior cleaned
Oven cleaned interior and exterior	Light fixtures and lens cleaned
Stovetop cleaned	Walls wiped down and cleaned
Drip pan cleaned	Washer tub cleaned
Microwave cleaned interior and exterior	Lint trap in dryer cleaned
Dishwasher interior and exterior cleaned	Shelves dusted and cleaned
Refrigerator drawers and shelves cleaned	Floors swept, cleaned and mopped
Freezer interior cleaned	Interior windows, tracks & window seals cleaned
Refrigerator interior and exterior cleaned	LIVING ROOMS/FAMILY ROOM:
Under stove and refrigerator cleaned	Baseboards dusted & cleaned
Top of refrigerator cleaned	Walls cleaned
Vent hood cleaned and checked	Doors cleaned
Light lens cleaned	Ceiling fan blades cleaned
Light fixtures removed and cleaned	Ceiling fan light fixture cleaned
Shelves dusted and cleaned	Windows, glass and wood doors cleaned
Walls wiped down and cleaned	Doors and window tracks cleaned
Sink cleaned and disinfected	Blind and window coverings cleaned
Faucet and handles cleaned and disinfected	Floors vacuumed and tile mopped and cleaned
Floors swept, cleaned and mopped	Fireplace & mantle cleaned, if applicable
Interior windows, tracks and window seals cleaned	All light fixtures cleaned
	Railings cleaned (If applicable);
BATHROOMS:	BEDROOMS:
Medicine cabinet cleaned	Baseboards dusted & cleaned
Under sink cleaned out & scrubbed	Walls cleaned
Drawers cleaned out & scrubbed	Doors cleaned
Exhaust fan vent cover cleaned	Ceiling fan blades cleaned
Counters cleaned & disinfected	Ceiling fan light fixture cleaned
Sink drain stopped checked & cleaned	Windows, glass and wood doors cleaned
Faucet & handles cleaned	Doors and window tracks cleaned
Toilet base & bowls checked, and cleaned	Air vents cleaned
Toilet Seat cleaned & disinfected	Blind and window coverings cleaned
Mirrors cleaned	Floors vacuumed and cleaned
Light fixture globes or lens cleaned	All light fixtures cleaned
Light fixture base cleaned	PATIO / BALCONY
Tub Drain cleaned and checked	Floor swept and cleaned



Shower & tub cleaned and disinfected	Walls and corners swept
Windows cleaned	Railings cleaned
Floor swept, mopped, disinfected and cleaned	Light fixtures removed and cleaned

2.11 SNRHA Properties: Following for your information, are listed a number of developments and facilities that the SNRHA owns and operates within Clark County, Nevada. The Scattered Sites homes are not listed; however, they shall be provided on an as-needed basis during the performance of work. The SNRHA does not guarantee that it will retain the successful Bidder to do work for or within any minimum of maximum number of these developments/facilities, but provides this listing as an informational item only so that Bidders may view the sites to gain an understanding as to what types and quantity of work the SNRHA may need at some point during the contract period. The SNRHA reserves the right to contract for work with the successful bidder at these or any other sites the SNRHA may own or have jurisdictional control.

2.11.1 LIST OF SNRHA PROPERTY

NO.	PROPERTY/ADDRESS (Updated 5/17/17)	UNITS	TYPE
1	Aida Brents Gardens, 2120 Vegas Dr., LV, NV 89106 (PH)	24	Senior
2	Archie Grant Park, 1720 Searles Ave., LV, NV 89101 (PH)	125	Senior
3	Arthur D. Sartini Plaza Annex, 5200 Alpine St., LV, NV 89107 (PH)	39	Senior
4	Arthur D. Sartini Plaza, 900 Brush St., LV, NV 89107 (PH)	220	Senior
5	Bassler/McCarran/Statz, Bassler, McCarran & Statz Sts, NLV, NV 89030 (AH)	20	Family
6	Biegger Estates, 5701 Missouri Avenue, LV, NV 89122 (RAD/PBV)	119	Family
7	Brown Homes, Flamingo & Perry Streets, LV, NV 89122 (AH)	124	Family
8	Dorothy Kidd Park, 3903 Stewart Ave., LV, NV 89110 (AH)	107	Senior
9	Ernie Cragin Terrace, Valley & 28 th St., LV, NV 89101 (PH)	40	Family
10	Espinoza Terrace, 171 Van Wagenen St., HN, NV 89015 (PH)	100	Senior
11	Eva Garcia Mendoza, 1950 N Walnut Ave., LV, NV 89115 (AH)	128	Family
12	Hampton Court, 1030 Center St., HN, NV 89015 (PH)	100	Family
13	Harry Levy Gardens, 2525 W. Washington Ave., LV, NV 89106 (PH)	150	Senior
14	Housing Programs Office, 380 N. Maryland Parkway, LV, NV 89101 (AH)	Office Building	
15	Howard Cannon Center, 340 N. 11 th St., LV, NV 89101 (AH)	Office Building	
16	Hullum Homes, 4980 E. Owens Ave., LV, NV 89115 (PH)	59	Family
17	James Down Towers, 5000 W. Alta Ave., LV, NV 89107 (PH)	200	Senior
18	Janice Brooks Bay, 5201 Walnut Ave., LV, NV 89110 (AH)	100	Family
19	Jones Gardens, 1750 Marion Dr., LV, NV 89115 (PH)	90	Family
20	Landsman Gardens, 750 Major Avenue, HN, NV 89015 (RAD/PBV)	100	Family
21	Lubertha Johnson, 3900 Perry St., LV, NV 89122 (PH)	112	Senior
22	Marble Manor Annex, MLK & Wyatt, LV, NV 89106 (PH)	20	Family
23	Marble Manor, Washington & H Streets, LV, NV 89106 (PH)	235	Family
24	Marion D. Bennett Plaza, 1818 Balzar Ave., LV, NV 89106 (PH)	65	Senior
25	Otto Merida Desert Villas, 3901 E. Charleston Blvd, LV, NV 89110(PH +LIHTC)	60	Family
26	Robert Gordon I-VII, 420 N. 10 th St., LV, NV 89101 (AH)	206	Senior
27	Robert Gordon Plaza VIII, 322 N. 10 th St., LV, NV 89101 (AH)	43	Senior
28	Rose Gardens, 1632 Yale Ave., NLV, NV 89030 (PH)	120	Senior
29	Rulon Earl Mobile Manor #1, 3909 E. Stewart Ave., LV, NV 89110 (AH)	71	Senior
30	Rulon Earl Mobile Manor #2, 3903 E. Stewart Ave., LV, NV 89110 (AH)	51	Senior
31	Scattered Site Homes AH:185; PH:386	571	Family
32	Schaffer Heights, 2901 Schaffer Circle, LV, NV 89121 (PH)	75	Senior



INVITATION FOR BIDS- IFB# B23012
Janitorial: Commercial & Vacant Unit Cleaning Services
(NON-CONSTRUCTION)

33	Sherman Gardens Annex, 909 Doolittle St., LV, NV 89106	(PH)	154	Family
34	Sherman Gardens, 1701 N. "J" St., LV, NV 89106	(PH)	80	Family
35	Simmons Manor, 5385 Austin John Ct., LV, NV 89122	(PH)	61	Family
36	Vera Johnson A, 1200 Harris Avenue, LV, NV 89101	(RAD)	76	Family
37	Vera Johnson B, 503 N Lamb Blvd., LV, NV 89110	(RAD/PBV)	112	Family
38	Villa Capri, 1801 N "J" St., LV, NV 89106	(PH)	60	Family
39	W. F. Cottrell Admin Building 5380 E. Flamingo Road 89122	(AH)		Office Building

AH=Affordable Housing Program or housing that is not federally subsidized

LIHTC=Low Income Housing Tax Credit

PH=Public Housing or Federally subsidized housing

RAD/PBV= Rental Assistance Demonstration Program Conversion/Project Based Voucher

Scattered Site Homes=Single-family homes located throughout Clark County, NV

3.0 BID FORMAT AND SUBMISSION INSTRUCTION:

3.1 Hardcopy Proposals must be organized as follows:

Tabbed Bid Submittal: So that the SNRHA can properly evaluate the offers received, all bids submitted in response to this IFB must be formatted in accordance with the noted sequence. Each category must be separated by numbered index dividers and labeled with the corresponding tab reference as noted below. None of the proposed services may conflict with any requirement the SNRHA has published herein or has issued by addendum.

3.1.1 Tab No. 1: Form of Proposal: This Form is attached hereto as Attachment A to this IFB Document. This 2-page Form must be fully completed executed where provided thereon and submitted under this tab as a part of the Bid submittal. This form provides an overview of how the proposals must be organized.

3.1.2 Tab No. 2: Disclosure of Ownership Form: This form is attached as Attachment B to this IFB Document and must be fully completed, executed and submitted under this tab as a part of the Bid submittal; and

Disclosure of Conflict of Interest: This form must be completed, signed, dated and placed under Tab 2 along with the Disclosure of Ownership Form of your submittal.

3.1.3 Tab No. 3: Required HUD & SNRHA Forms: The following forms are attached as Attachment C to this IFB Document and must be utilized and/or executed and returned under this Tab:

3.1.3.1 HUD Form 5369-B *Instructions to Offerors, Non-Construction;*
(Keep for your records)

3.1.3.2 HUD 5369-A Representations, Certifications and Other
Statements of Bidders (complete & return under this Tab);

3.1.3.3 HUD 5370-C General Conditions for Non- Construction Contracts
– Sections 1 & 2 **(Keep for your records)**

3.1.3.4 SNRHA Drug-Free Workplace Certification **(Return under this Tab)**

3.1.3.5 Authorization to Release Information, **(Return under this Tab)**

3.1.3.6 Non-Collusive Affidavit Certification, **(Return under this Tab)**

3.1.4 Tab No. 4: Specialized Knowledge and Technical Competence and Proposed Services: As more fully detailed within Section 2.0, *Scope of Bid/Technical Specifications*, of this document, the bidder shall clearly detail at a minimum, under this tab, the following information:

3.1.4.1 Company Capabilities Statement.

3.1.4.2 Company Resume that contains 1) history of the company;
2) Current contracts and past contracts working for large organizations, residential properties; 3) Description of the services provided; 3) Training provided;

3.1.4.3 Quality Control Program; and a Company Safety and Training Manual (provide on a CD if over 10 pages.) Also, within the Safety Manual it must conform to OSHA Regulations.

3.1.4.4 OSHA Certifications must be provided: All Janitorial Staff and Supervisors /Managers assigned to this contract must possess a current OSHA Card (Supervisors OSHA 30 card Employees OSHA 10). A copy of these cards must be provided in this section. Resumes of the employees providing services under this contract.

3.1.4.6 If applicable, an explanation and copies of forms that will be used and report that will be submitted and the method of such reports (i.e., written, fax, internet, etc.)

3.1.4.7 How staff are retained, screened, trained and monitored;

3.1.4.8 A complete description of the products and services the company utilizes

3.1.4.9 Cost of bathroom paper goods and supplies for 5 yrs.; (refer to section 2.0) SNRHA has the options to provide these supplies or obtaining them from the contractor.

3.1.4 Tab No. 5: **Managerial Capacity/Financial Viability:** The Bidder must submit under this tab a resume of its owner(s) and managerial staff listed as Key Personnel on *Attachment 2, Disclosure of Ownership Form*; Provide a description of their duties and responsibilities under this contract. **Financial Viability:** Current Financial Statement prepared by a Certified Public Accountant

Minority/Women Owned Business Certifications; Small Business Certification;

Equal Employment Opportunity: The Bidder must submit under this tab a copy of its company Equal Opportunity Employment Policy.

3.1.5 Tab No. 6: **Client /Business References:** Authorization to Release Information Form to be submitted under this tab. Along with Business Resume of contracts with agencies/ companies where in the bidder is providing similar

services. At least six (6) former or current clients for whom the Bidder has performed this service.

References shall include: (Reference letters are also accepted.)

- a) **Client's name;**
- b) **The client's contact name;**
- c) **The client's telephone number;**
- d) **A brief description and scope of service(s), the dates of services & contract amount.**

3.1.8 Tab No. 7: **Subcontractor/Joint Venture (JV) Information (if applicable):** The Bidder shall identify hereunder whether or not he/she intends to use any subcontractors for this job, if awarded, and/or if the Bid is a joint venture with another firm. All the information required from the bidder under Attachment B must also be included for any subcontractors (10% or more) or from any joint venture. **Note: All subcontractor or Joint Venture Partner are subject to SNRHA approval.** SNRHA requires copy of the subcontractor /JV agreement to be provided in this section. **If the Bidder does not claim any Joint Venture Partnerships, please place under this tab a statement that reads,**
"NO SUBCONTRACTOR/JOINT VENTURE PARTNERSHIPS CLAIMED".

3.1.9 Tab No. 8 **SNRHA's Section 3 Clause and Contractor Initial Response Form: (Attachment D)**
The SNRHA is required by HUD to implement its Section 3 Plan to the greatest extent feasible for any new contracts that has a labor component for employment opportunities for small businesses and low-income resident/persons as it is subject to the terms and conditions under Section 3 of the HUD Act of 1968, as amended, 12. U.S.C 1701u. Please acknowledge acceptance and receipt by signature and return of the Section 3 Clause and Contractor Initial Response Form under this Tab of your Bid. (See Attachment D).

3.1.10 Tab No. 9: **Section 3 Business Preference Documentation (Optional Item):** For any bidder claiming a Section 3 Business Preference, he/she shall under this tab include the fully completed and executed Section 3 Business Preference Certification Form attached as Attachment E and any documentation required by that form. If the Bidder does not claim any Section 3 Business Preference, please place under this tab a statement that reads, "NO SECTION 3 BUSINESS PREFERENCE BEING CLAIMED".

3.1.11 Tab No. 10: **Other Information (Optional Item):** The Bidder may include under this tab any other general information that he/she believes is appropriate to assist the SNRHA in its evaluation.



- 3.1.13 If No Information Submitted:** If no information is to be placed under any of the tabs (especially the "Optional" tabs), please place a statement such as, "NO INFORMATION IS BEING PLACED UNDER THIS TAB" or "THIS TAB LEFT INTENTIONALLY BLANK". DO NOT eliminate any of the tabs.
- 3.1.12 Bid Submittal Binding Method:** It is preferred and recommended that the Bidder bind the Bid submittals in such a manner that the SNRHA can, if needed, remove the pages from the binder (i.e. 3-ring binder w/tabs) to make copies then return the Bid submittal to its original condition.
- 3.2 Cost Proposal:** All proposes fees are to be entered in NGEM <https://nevada.ionwave.net/> only. **Do not submit cost proposal with the hardcopy proposal.** SNRHA requires a five (5) year Fee Schedule that must be adhered to for the full term of the contract awarded.
- 3.1.2 Entry of Proposed Fees:** To ensure the accuracy of your cost, each bidder must enter their proposed fees for each listed item where provided within the [NGEM https://nevada.ionwave.net/](https://nevada.ionwave.net/) Internet System. **Please note that the proposed fees submitted by each Bidder are inclusive of all necessary costs to provide the proposed services, including, but not limited to: employee wages and benefits; clerical support; overhead; profit; supplies; materials; licensing; insurance; other administrative cost etc.** For each item, the following "Description" is not to be considered to be a definitive or "all inclusive" description, but each are brief descriptions designed to give the prospective bidders a general "idea" of each item.
- 3.2.1 Specific line items to be priced:** Once a Bidder has entered the unit costs in the [NGEM https://nevada.ionwave.net/](https://nevada.ionwave.net/) Internet System NGEM will automatically calculate the listed proposed unit fees entered. The Total Calculated Cost shall determine the Lowest Bidder. Bidders must enter a firm-fixed fee for each item and please note, a "No-Charge" is allowed for only one (1) item "Call Backs."
- 3.2.2 Additional Materials/Supplies/Equipment that may be required:** It is possible that the SNRHA may require additional materials in support of labor identified within the preceding 3.2.1. In such case, the SNRHA and the Bidder will negotiate a cost based upon a "time plus materials" basis. The Bidder shall enter this item (costs pertaining to line Item 4 and 5) as a percentage over cost. For instance, if the Bidder wishes to provide such items at cost, he/she shall enter "1.00" within the cost area for this item; if the Bidder wishes to provide such materials at 30% over cost, he/she shall enter "1.30" within the cost area for this item; and so forth. The Internet System will perform the extended calculations.
- 3.2.3 Overtime:** Pursuant to the Contract Work Hours and Safety Standards Act, overtime shall not be less than time and one half for hours worked in excess of 40 hours per week. The SNRHA shall consider regular time to be Monday-Thursday (excluding holidays) 7:00 AM-6:00PM. Accordingly, the SNRHA will pay a rate of 1.5 of the listed hourly rates pursuant to any work the SNRHA requires the Bidder to work specifically during non-regular-time hours (however, the SNRHA shall not be responsible to pay the Bidder for any work that it chooses to work during non-regular-time hours.
- 3.2.4 Quantity of Work Assigned:** As detailed within this IFB, the SNRHA does not guarantee any minimum or maximum amount of work as a result of any award ensuing from this IFB



as the ensuing contract will be a Requirements Contract, in that the SNRHA shall retain one or more Bidders and shall retain the right to order, any amount of the services the SNRHA requires.

- 3.2.5 **Price Escalation:** At the discretion of the SNRHA, at the end of the first two-years, there may be an escalation of no more than 5% commencing 3rd year term of the contract; and each proceeding years 4 and 5 thereafter.
- 3.2.6 **Labor Costs** allowed, in the same amount of any escalation that occurs pertaining to the State of Nevada Prevailing Wage Rates and/or HUD MWRD. For example, if at the end of the first contract period, the listed State of Nevada Prevailing Wages Rates/MWRD increased 5% as compared with the listed rates on the date of contract execution, then the Bidder will be entitled to a 5% increase in the labor rates as well. Similarly, for ensuing years, the end-date of the previous contract period shall be the base-line date to determine the previous listed wage rate. Such escalations may occur no more than once in any 12-month period without the express written consent of the designated SNRHA contact person (which shall typically only be granted if the noted rates are increased by the responsible governmental agency).
- 3.2.7 **Product Costs** allowed in the same amount of the nation-wide escalation that the manufacturer implemented for the specific product(s) that the SNRHA procures from the successful bidder. Such notification shall include detailed justification information, including official notices and/or correspondence from applicable manufacturer(s) detailing the escalation and shall also show written documentation proving such escalation has occurred similarly from at least one other competitor and as well as documentation showing this increase was issued by a competitor within the past six (6) months.
- 3.2.8 **Notification Must Be Received From Bidder:** The Bidder must notify the CO, in writing, of such desired escalation at least 60 days prior to the end of the noted contract period (s). Such escalations may occur no more than once in any 12 month period with the expressed written consent of the CO.

3.3 **Bid Submission/ Two (2) Step Submission Process:**

Both submission are due March 9th,2023 @ 9:00 am

Step I: All Proposed Cost for five (5) years must be entered where provided within the [NGEM](https://nevada.ionwave.net) [https://nevada.ionwave.net/](https://nevada.ionwave.net) Internet system.

Step II: Hardcopy Proposals must be delivered and time-stamped received in the SNRHA Procurement Dept. no later than the submittal deadline stated herein (or within any ensuing addendum). **A total of two (2) proposals must be delivered: One (1) original with all originally signed and filled out documents (marked "ORIGINAL"); and one (1) identical copies of the original proposals (marked as "Copy").** All proposals must be placed in binders and organized with tabs according to Section 3.0 Bid Format contained with this document.

- 3.3.1 The proposals **must be delivered in a sealed package or box to the following address:**

Southern Nevada Regional Housing Authority

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY



Procurement Department
340 N. 11th Street, Suite 180
Las Vegas, Nevada 89101
Attention: Wanda Beckett

The package exterior must clearly denote "IFB B23012 JANITORIAL SERVICES COMMERCIAL & VACANT UNIT CLEANING SERVICES" the bidders company name, address and phone number.

Note: Late submission will not be accepted. No Exceptions.

- 3.3.2 **Submission Conditions:** DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! Bidders are not allowed to change any requirements or forms contained within the IFB Document, either by making or entering onto these documents; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to the SNRHA by the Bidder, such may invalidate that Bid.
- 3.3.3 **Submission Responsibilities:** It shall be the responsibility of each Bidder to be aware of and to abide by all dates, times, conditions, requirements and specifications set forth within all applicable documents issued by the SNRHA, including the IFB document, the documents listed within and any addenda and required attachments submitted by the bidder.

By virtue of completing, signing and submitting the completed documents, the bidder is stating his/her agreement to comply with the all conditions and requirements set forth within those documents. Written notice from the bidder not authorized in writing by the SNRHA PM to exclude any of the SNRHA requirements contained within the documents may cause that bidder to not be considered for award.

- 3.4 **Bidder's Responsibilities--Contact With the SNRHA:** It is the responsibility of the Bidder to address all communication and correspondence pertaining to this IFB process to the SNRHA Contracts Administrator (CA) only. Bidders must not make inquiry or communicate with any other SNRHA staff member or official (including members of the Board of Commissioners) pertaining to this IFB. Failure to abide by this requirement may be cause for the SNRHA to not consider a Bid submittal received from any bidder who may has not abided by this directive.
- 3.5 **Pre-Bid Conference will be held on February 16, 2023, Time: 8:00 am via Video Conference Call: (All companies attending this meeting must email SNRHA Procurement@snvrha.org confirm their attendance).**

Microsoft Teams Meeting
Join on your computer, mobile app or room device
Click here to join the meeting
Meeting ID: 285 157 459 34
Passcode: Labd99
Join on your computer, mobile app or room device

NOTE: The agenda for this Pre-Bid Meeting can be access under "Attachments" tabs in NGEN.



3.6 Questions and Clarifications: All questions must be submitted via the Internet Site (NGEM <https://nevada.ionwave.net/>) so that all questions are answered simultaneously to all parties registered in conjunction with this IFB on the internet site.

3.6.1 The Deadline for the Question and Answer Period is February 27, 2023 @ 10:00 am (PST); no questions will be answered after this deadline, unless the Q & A Period is extended by the SNRHA.

3.6.2 Addendums: All questions and requests for information must be submitted in NGEM to the Contracts Administrator (CA). The CA will respond to all such inquiries in writing by Addendum issued in NGEM to all prospective bidders that have obtained the IFB Document, simultaneously. During the IFB Solicitation Process, the CA will NOT conduct any substantive conversation – meaning when decisions pertaining to the IFB are made – between the SNRHA and a prospective bidder when other prospective bidders are not present. This does not mean the Bidder cannot call the CA – it simply means that, other than making replies to direct the Bidder where his/her answer has already been issued within the Solicitation documents, the CA may not respond to the Prospective Bidder's inquiries, but will direct him/her to such inquiry in writing so that the CA may fairly respond to all Bidders in writing by Addendum.

3.7 Recap of Attachments: It is the responsibility of each bidder to verify that he/she has downloaded the following attachments pertaining to this IFB, which are hereby by reference included as a part of this IFB:

IFB SECTION	ATTACHMENT	ATTACHMENT DESCRIPTION
4.5.1	A	Form of Bid
4.5.2	B	SNRHA Vendor Packet: Disclosure of Ownership Form and Bidder's Conflict of Interest Disclosure Form, SAM registration, Business Licenses, etc. All forms must be completed, signed and placed under Tab 2 of your submittal.
4.5.3	C	HUD 5369-B Instructions to Offerors, <i>Non-Construction; (Keep for your records)</i> HUD 5369-A Representations, Certifications and Other Statements of Bidders (complete & submit) HUD 5370-C General Conditions for Non-Construction Contracts Sections 1 & 2; <i>(Keep for your records)</i> SNRHA Drug-Free Workplace Certification (complete & submit) Authorization to Release Information, (complete & submit) Non-Collusive Affidavit Certification, (complete & submit)
4.5.4	D	SNRHA's Section 3 Clause and Section 3 Contractor Initial Response, (Complete and place under Tab 9)
4.5.5	E	Information to apply for Section 3 Business Concerns Preference (Optional), (if applicable).
4.5.6	F	SNRHA Sample Contract (FYI) (please note that these are sample documents only--the HA reserves the right to revise any clause herein and/or to include within the ensuing documents any additional clauses that the HA feels it is in its best interests to do so).



- 4.0 Bid Evaluation/Results:** All bids received will be opened and email to by the CA at a predetermined time and date due to the number of cost items. As a result of the bid opening, the SNRHA will disclose the Bidder's (company) name and the total calculated amount of bid submitted. Please note the following additional information pertaining to the Bid Evaluation/Results:
- 4.1 Bid Results:** A copy of the Bid Results will be made available to each Bidder via their email addresses provided at [NGEM https://nevada.ionwave.net/](https://nevada.ionwave.net/) and SNRHA website at www.snvrha.org via Addendums.
 - 4.2 Ties:** In the case of a tie, the award shall be decided as detailed within Equal Bids, Section 6.12.C of HUD Procurement Handbook 7460.8 REV2, by drawing lots or other random means of selection.
 - 4.3 Cost -** Lowest overall bid that meets all specified requirements.
 - 4.4 Section 3 Business –** Bidder must provide a copy of the Section 3 Business Certification with the hard copy proposal to be evaluated and consider with the bid. (Refer to Attachment E).
 - 4.4 Determining Responsiveness & Contractor Responsibility.** The next step in the evaluation process is to review the low bid for responsiveness and responsibility as defined below:
 - 4.4.1 Responsiveness (24 CFR 85.36(b) (8)).** To be considered responsive, a bid must conform to the material requirements of the IFB. The Contracting Officer must examine the low bid to be sure that the bidder did not alter the specifications or other terms and conditions (e.g., delivery schedules, payment terms, etc.) or attempt to impose different terms and conditions. If the bid does not conform to the solicitation, it must be rejected and the next lowest bid examined for responsiveness.
 - 4.4.2 Responsibility. General Requirements and Definition.** PHAs shall not award any contract until the prospective contractor, i.e., low responsive bidder or successful offeror has been determined to be responsible. A responsible bidder/offeror must:
 - 4.4.2.1** Have adequate financial resources to perform the contract, or the ability to obtain them;
 - 4.4.2.2** Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them;
 - 4.4.2.3** Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them;
 - 4.4.2.4** Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all the bidder's/offeror's existing commercial and governmental business commitments;
 - 4.4.2.5** Have a satisfactory performance record;
 - 4.4.2.6** Have a satisfactory record of integrity and business ethics; and

4.4.2.7 Be otherwise qualified and eligible to receive an award under applicable laws and regulations, including not be suspended, debarred or under a SAM and/or HUD-imposed LDP.

4.5 Restrictions: Any and all persons having ownership interest in a bidder entity or familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a Bidder's entity will be excluded from participation in the evaluation of the bid.

5.0 CONTRACT AWARD:

5.1 Lowest Responsive and Responsible Bidder: Award to the Lowest Responsive and Responsible Bidder (24 CFR 85.36(d) (2) (ii) (D)). After the Contracting Officer evaluates each bid, the responsive and responsible bidder that submits the bid whose dollar value is lowest overall and meets all specified requirements shall be awarded the contract.

5.2 Contract Award Procedure: If a contract is awarded pursuant to this IFB, the following detailed procedures will be followed:

5.2.1 By completing, executing and submitting the Form of Bid, Attachment A, the bidder is thereby agreeing to "abide by all terms and conditions pertaining to this IFB as issued by the SNRHA, either in hard copy or on the noted Internet System, including an agreement to execute the attached Sample Contract form as well as any Attachments. Accordingly, the SNRHA has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published; and in any case the SNRHA has no power or authority to negotiate any clauses contained within any attached HUD documents.

5.2.2 Award Approval: Depending on the amount of the award (typically for awards greater than \$150,000.00), it is possible that the SNRHA may take such contract award to its Board of Commissioners (BOC) for approval of the award prior to executing a contract with the apparent successful bidder.

5.3 Contract Conditions: The following provisions are considered mandatory conditions of any contract award made by the SNRHA pursuant to this IFB:

5.3.1 Contract Form: The SNRHA will not execute a contract on the successful Bidder's form--contracts will only be executed on the SNRHA form (please see Sample Contract, Attachment F), and by submitting a Bid the successful bidder agrees to do so (please note that the SNRHA reserves the right to amend this form as the SNRHA deems necessary). However, the SNRHA will consider any contract clauses that the bidder wishes to include therein, but the failure of the SNRHA to include such clauses does not give the successful bidder the right to refuse to execute the SNRHA's contract form. It is the responsibility of each prospective bidder to notify the SNRHA, in writing, prior to submitting a Bid, of any contract clause that he/she is not willing to include in the final executed contract and abide by. The SNRHA will consider and respond to such written correspondence, and if the prospective bidder is not willing to abide by the SNRHA's response (decision), then that prospective bidder shall be deemed ineligible to submit a Bid.



- 5.3.2 Assignment of Personnel:** The SNRHA shall retain the right to demand and receive a change in personnel assigned to the work if the SNRHA believes that such change is in the best interest of the SNRHA and the completion of the contracted work.
- 5.3.3 Unauthorized Sub-Contracting Prohibited:** The successful bidder shall not assign any right, nor delegate any duty for the work proposed pursuant to this IFB (including, but not limited to, selling or transferring the contract) without the prior written consent of the SNRHA Contracting Officer (CO). Any purported assignment of interest or delegation of duty, without the prior written consent of the SNRHA CO shall be void and may result in the cancellation of the contract with the SNRHA, or may result in the full or partial forfeiture of funds paid to the successful Bidder as a result of the proposed contract; either as determined by the SNRHA CO.
- 5.4 Ethics in Public Contracting:** Ethical standards apply not only to SNRHA employees and Contracting Officers but to others with a vested interest in SNRHA contracts such as members of the Board of Commissioners, other officials and agents of the authority, and contractors with whom the SNRHA does business. Please refer to Handbook No. 7460.8 Rev 2, Chapter 4, which explains the specific ethical requirements for SNRHA contracting 24 CFR 85.36 (b)(3). (Also, complete "Disclosure of Interest Form, Attachment B and place under Tab 2 of your submittal).
- 5.5 Contract Period:** The SNRHA anticipates that it will initially award a contract for a period of one (1) year with options to extend with four (4) one (1) year renewals for a maximum term of five (5) years.
- 5.6 Licensing and Insurance Requirements:** Prior to award (but not as a part of the Bid submission) the successful Bidder will be required to provide:
- 5.6.1** An original certificate evidencing the bidder's current industrial (workers compensation) insurance carrier and coverage amount;
 - 5.6.2** An original certificate evidencing General Liability coverage, naming the HA as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the SNRHA as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$2,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a deductible of not greater than \$1,000;
 - 5.6.3** An original certificate showing the Bidder's Errors and Omissions" coverage (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$2,000,000), with a deductible of not greater than \$1,000;
 - 5.6.4** An original certificate showing the Bidder's automobile insurance coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$50,000/\$100,000 and medical pay of \$5,000;



- 5.6.5 If applicable, a copy of the Bidder's multi-jurisdictional business license allowing that entity to provide such services within the Clark County, NV;
- 5.6.6 If applicable, a copy of the Bidder's specialist license issued by the State of Nevada licensing authority allowing the bidder to provide the services detailed herein;
- 5.6.7 The requested related information shall also be entered where provided for on the Disclosure of Ownership Form (DO NOT ATTACH OR SUBMIT COPIES WITHIN THE BID SUBMITTAL--we will garner the necessary certificates from the successful bidder prior to contract execution).
- 5.6.8 Contractor shall maintain current licenses and insurance during the term of the contract. Failure to maintain current licenses and insurance with SNRHA shall be considered a Breach of the Contract.

5.7 **Contract Service Standards:** All work performed pursuant to this IFB must conform and comply with all applicable local, state and federal laws.

5.8 **Current SNRHA Contractors:** Kingdom Janitorial and Clean and Shine;

6.0 LIST OF ATTACHMENTS

6.1 **APPENDIX NO 1 LIST AND DESCRIPTIONS OF SNRHA DEVELOPMENTS AND BUILDINGS**

6.2 **Attachment A:** SNRHA's Form of Proposal (Checklist);

6.3 **Attachment B: SNRHA's Vendor Packet:** Disclosure of Ownership Form and Disclosure of Conflict of Interest Form. System for Award Management registration (Proof of Current registration is required; IRS -W9 Tax ID Requested; Non -Collusive Affidavit; Insurance and Current Business Licenses and Incorporation status; etc.

6.4 **Attachment C: HUD & SNRHA's Solicitation Forms:**

6.4.1 HUD Form 5369-A Representations, Certifications and Other Statement of Bidders;

6.4.2 HUD Form 5369B *Instructions to Offerors, Non-Construction,*

6.4.3 HUD Form 5370-C *General Conditions for Non-Constructions Contracts, Sections 1 & 2,*

6.4.4 SNRHA's Drug-Free Workplace Certification,

6.4.5 SNRHA's Authorization to Release Information,

6.4.6 Non-Conclusive Affidavit, and

6.5 **Attachment D:** SNRHA's Section 3 Clause and Contractor's Initial Response Form;

6.6 **Attachment E:** Section 3 Businesses Seeking Section 3 Preferences;

6.7 **Attachment F:** SNRHA's Sample Non-Construction Contract



APPENDIX NO. 1

Detailed List of SNRHA DEVELOPMENT AND PROPERTIES (With unit dimensions).

ADA REGIONAL HOUSING AUTHORITY
 INRHA Properties Status

September 23, 2021

PROPERTY	NEW AMP #	OLD AMP #	Accnt #	Dev. Type	Acres	General Location	Bedroom Size						Total Units per Property	Yr. Built	
							0	1	2	3	4	5			6
PUBLIC HOUSING															
Marble Manor	407			Family	35.74	Washington & "H" St. LV 89106	0	24	50	20	6	0	0	100	1942
Marble Manor						Washington & "J" St. LV 89106	0	0	18	16	6	0	0	40	1958
Marble Manor						Washington & Down Way, LV 89106	0	4	20	16	15	0	0	55	1959
Marble Manor						Washington & "N" St. LV 89106	0	7	8	17	8	0	0	40	1962
Marble Manor Annex	408			Family	2.47	Martin L. King & Wyatt, LV 89106	0	1	10	5	4	0	0	20	1959
Ernie Cragin Terrace	406			Family	5.11	Valley & 28th St., LV 89101	0	7	18	13	2	0	0	40	1965
Harry Levy Gardens	403			Senior	4.58	2525 W. Washington, LV 89106	46	102	2	0	0	0	0	150	1968
James Down Towers	402			Senior	5.28	5000 Alta Dr., LV 89107	0	198	2	0	0	0	0	200	1972
Sherman Gardens	408			Family	7.80	1701 North "J" St., LV 89106	0	0	80	0	0	0	0	80	1964
Villa Capri	408			Family		1801 North "J" St., LV 89106	0	0	40	20	0	0	0	60	1964
Sherman Gardens Annex	408			Family	16.86	909 Doolittle St., LV 89106	0	24	56	58	16	0	0	154	1965
Sartini Plaza	402			Senior	4.33	900 Brush St., LV 89107	0	218	2	0	0	0	0	220	1983
Aida Brents	403			Senior	1.74	2120 Vegas Dr., LV 89106	0	24	0	0	0	0	0	24	1984
Scattered Sites	310			Family	Various	Various	0	0	1	15	0	0	0	16	55-87
Scattered Sites	310			Family	Various	Various	0	0	0	13	0	0	0	13	79-89
Scattered Sites	310			Family	Various	Various	0	0	15	0	2	0	0	17	82-89
Scattered Sites	409			Family	Various	Various	0	0	40	77	37	1	0	155	84-'00
Sartini Plaza Annex	402			Senior	4.39	5200 Alpine Pl., LV 89107	0	36	3	0	0	0	0	39	1984
Scattered Sites (RHF)	409			Family	Various	Various	0	0	3	4	0	0	0	7	88-95
Hampton Court	404			Family	4.93	1030 Center St. HN 89015	14	20	30	36	0	0	0	100	1969
Hullum Homes	407			Family	4.36	4980 E. Owens Ave. LV 89115	0	0	42	13	4	0	0	59	1982
Schaffer Heights	404			Senior	6.15	2901 Schaffer Cir. LV 89121	0	70	5	0	0	0	0	75	1983
Jones Gardens	407			Family	8.56	1750 Marion Dr. LV 89115	0	0	60	22	8	0	0	90	1984

CLAY COUNTY REGIONAL HOUSING AUTHORITY
INRHA Properties Status

September 23, 2021

PROPERTY	NEW AMP #	OLD AMP #	Acct #	Dev. Type	Acres	General Location	Bedroom Size						Total Units per Property	Yr. Built	
							0	1	2	3	4	5			6
Simmons Manor	406			Family	4.78	5385 Austin John Ct. LV 89122	0	0	27	30	4	0	0	61	2002
Scattered Sites	409			Family	Various	Various	0	0	13	65	21	0	0	99	Various
Scattered Sites	316			Family	Various	Various	0	0	11	24	4	0	0	39	Various
Scattered Sites HND	409			Family	Various	Various	0	0	7	16	8	0	0	31	Various
Scattered Sites HND	316			Family	Various	Various	0	0	2	6	1	0	0	9	Various
MIXED FINANCE - Public Housing															
Otto Merida Desert Villas [PH-LIHTC]	405			Family	8.13	3901 E. Charleston, LV 89110	0	0	27	30	3	0	0	60	Jul-07
Vera Johnson "A"	412			Family	5.44	1550 E. Harris Ave., LV 89101	0	0	62	14	0	0	0	76	
Total Units							60	745	662	532	149	1	0	2149	

ADA REGIONAL HOUSING AUTHORITY
SNRHA Properties Status

September 23, 2021

PROPERTY	NEW AMP #	OLD AMP #	Accnt #	Dev. Type	Acres	General Location	Bedroom Size						Total Units per Property	Yr. Built	
							0	1	2	3	4	5			6
Biegger Estates	406			Family	11.00	5701 Missouri Ave.#35 LV 89122	0	0	87	22	10	0	0	119	1985
Espinoza Terrace	404			Senior	10.68	171 Van Wagenen St, HN 89015	60	36	4	0	0	0	0	100	1973
Marion D. Bennett, Sr.	413			Senior	4.17	1818 Balzar Ave. LV 89106	0	60	5	0	0	0	0	65	Jul-05
Lubertha Johnson	401			Senior	6.35	3900 Perry S., LV 89122	-	89	23	-	-	-	-	112	2012
Archie Grant	401			Senior	7.3	1721 Searles Ave., LV 89101	20	32	7	0	0	0	0	59	1963
Wardelle St Townhouses	414			Family	5.84	1720 Searles Ave., LV 89101	20	40	6	0	0	0	0	66	
Wardelle St Townhouses	414			Family	6.47	700 Wardelle St., LV 89101	0	14	15	8	0	0	0	37	
Dorothy Kidd Park				Senior	6.47	700 Wardelle St., LV 89101	0	10	8	2	0	0	0	20	1984
Rulon Earl Mobile Home Park-Phase I				Senior		Various	0	78	29	0	0	0	0	107	1984
Rulon Earl Mobile Home Park - Phase II				Senior	Portion of 14.19	3903 E. Stewart Ave., LV 89110	0	42	29	0	0	0	0	71	1979
Robert Gordon Plaza I-VII				Senior	Portion of 14.19	3903 Stewart Ave., LV 89110	0	32	19	0	0	0	0	51	Dec-07
Robert Gordon Plaza VIII				Senior	14.78	420 N. 10th Street, LV 89101	0	202	4	0	0	0	0	206	74-'79
Brown Homes				Senior	Portion of 3.89 + 0.23 + 0.26	322 N. 10th Street, LV 89101	0	37	6	0	0	0	0	43	1987
Bassler/McCarran/Statz				Family	10.43	5380 Flamingo LV 89122	0	66	48	10	0	0	0	124	1963
REATA LIHTF (County) NEW 4-plex				Family	0.19	2411 Bassler, NLV 89030	3	2						5	1970
REATA LIHTF (County) NEW 4-plex				Family	0.19	2419 Bassler, NLV 89030		2						2	1964
Eva Garcia-Mendoza				Family	0.20	2412 McCarran, NLV 89030			4					4	1963
Janice Brooks Bay				Family	0.20	2418 McCarran, NLV 89030			4					4	1963
				Family	0.22	2543 Statz, NLV 89030		5						5	1976
				Family	0.06	3147 Walnut Rd. LV 89115	0	0	4	0	0	0	0	4	1984
				Family	0.06	3141 Walnut Rd. LV 89115	0	0	4	0	0	0	0	4	1984
				Family		1950 N. Walnut Rd. LV 89115	0	0	128	0	0	0	0	128	1987
				Family		5201 Walnut Ave. LV. 89110	0	16	48	36	0	0	0	100	1972
HOME UNITS						Total Units	103	763	482	78	10	0	0	1436	

CLAY COUNTY REGIONAL HOUSING AUTHORITY
SNRHA Properties Status

September 23, 2021

PROPERTY	NEW AMP #	OLD AMP #	Accnt #	Dev. Type	Acres	General Location	Bedroom Size							Total Units per Property	Yr. Built	
							0	1	2	3	4	5	6			
Vera Johnson Manor "B" [HOME+LIHTC]	411			Family	9.46	503 N.Lamb Blvd. LV 89110	0	0	5	3	0	0	0	0	8	1984
PBV UNITS							Total Units	0	24	23	10	0	0	0	57	
NON-AIDED HOUSING PROPERTIES																
NLV Scattered Sites																
							SINGLE FAMILY HOMES									
							0.16	2904 Basswood Ave., NLV 89030				1			1	1971
							0.20	2709 N. Bruce St. NLV 89030				1			1	1970
							0.14	3015 Crawford St., NLV 89030				1			1	1972
							0.13	3325 E. Gowan Rd. NLV 89030				1			1	1970
							0.15	2720 Sword St., NLV 89030				1			1	1963
							0.14	2825 Civic Center Dr., NLV 89030				1			1	1956
NSP1 Scattered Sites Homes (County & Henderson)								0	0	11	55	22	2	0	90	80'-07

ADA REGIONAL HOUSING AUTHORITY
SNRHA Properties Status

September 23, 2021

PROPERTY	NEW AMP #	OLD AMP #	Accnt #	Dev. Type	Acres	General Location	Bedroom Size						Total Units per Property	Yr. Built	
							0	1	2	3	4	5			6
NSP1 Scattered Sites Homes (City of Las Vegas)				Family		Various	0	0	6	18	10	4	0	38	83'-00
NSP3 Scattered Sites Homes (CNLV)				Family		Various	0	0	0	2	0	0	0	2	94'-97
NSP3 Scattered Sites Homes (County incl. REATA 6)				Family		Various	0	0	27	4	7	1	0	39	62'-07
NSP3 Scattered Sites Homes (Henderson)				Family		Various	0	0	1	4	1	1	0	7	79'-97
HOME Scattered Sites Homes (City of North Las Veg)				Family		Various	0	0	0	3	0	0	0	3	71'-01

Total Units 106 878 795 227 52 8 0 2066

OFFICE BUILDINGS

PROPERTY	Total Units	Acres	General Location	Occupied	Yr. Built
A.D. Guy Center - 5,026 sqft	106	Portion of 2.53	817 N. Street, LV 89106	occupied bldg	1971
Arturo Cambeiro Senior Ctr. - 4,063sqft	878	0.71	330 N. 13th Street, LV 89101	occupied bldg	1986
Howard Cannon Center SNRHA Admin. Offices (see Robert Gordon Plaza VIII) - W. F. Cattrill Admin. Bldg (17,926 sqft) including SNRHA Housing Programs	795	Portion of 3.89	340 N. 11th Street, LV 89101	occupied bldg	1987
Admin. Offices (Former Hollybrook St., Daycare Ctr.) - Herb Kaufman Building - Daycare Facility	227	4.66	5390 E. Flamingo, LV 89122	occupied bldg	1996
	52	0.63	380 N. Maryland Pkwy, LV 89101	occupied bldg	1987
	8	Portion of 3.96	4010 Baldwin St, LV 89122	occupied bldg	1963

PROJECTS CURRENTLY UNDER DEMOLITION, PRE-DEVELOPMENT OR RE-ASSESSMENT

PROPERTY	Units	Acres	General Location	Status
Ernie Cragin Terrace	305	9.01	Cedar & 28th St., LV 89101	vacant land
Ernie Cragin Terrace	305	7.73 (1.74+2.04+3.95)	Bonanza & Manning, LV 89101	vacant land



ATTACHMENT A

SNRHA's Form of Proposal (Checklist)

**(To be placed under Tab No. 1 along with any Addendums and/or Notices
issued in connection with this IFB)**



Proposal Submission and Format Checklist

(This Form is a summary of what is required under each tab (refer to the solicitation for detail). Fully complete and place this document under Tab No. 1 of the "hard copy" tabbed proposal submittal)

Instructions: Unless otherwise specifically required, the items listed below must be completed and included in the proposal submittal. Please complete this form by marking an "X," where provided, to verify that the referenced completed form or information has been included within the "hard copy" proposal submittal submitted by the proposer. Also, complete the Section 3 Statement and the Proposer's Statement as noted below:

X = ITEM INCLUDED	SUBMITTAL ITEMS <i>[Submit Two 2 proposals comprised of (1) copy of the original bid proposal, w/ original signatures and one (1) copy of the original proposal in the same format.</i>
	Tab 1 Proposal Submission and Format Checklist (Attachment A); THIS FORM
	Tab 2 Attachment B- Disclosure of Ownership and Disclosure of Conflict of Interest Forms; and Company Information; (Business License, State of NV Contractor License; Certifications, State of NV- Corporation in Good Standing Certificate, etc. IRS W9 form
	Tab 3 HUD and SNRHA forms: (ATTACHMENT C) a) HUD 5369-A Representations, Certifications and Other Statements of Bidders b) SNRHA Drug-Free Workplace Certification c) Non-Collusive Affidavit Certification d) Authorization to Release Information form
	Tab 4 Specialized Knowledge and Technical Competence: As more fully detailed within Section 2.0, Scope of Proposal/Technical Specifications, of this document, the Bidder shall, at a minimum, knowledge of the services to be provided to include; a) A complete description of the products, equipment & services; b) Safety & Staff Training Plan – per OSHA requirements: OSHA Certifications/Cards must be provided for all Janitorial staff and Supervisors /Managers assigned to this contract (Supervisors OSHA 30 card Employees OSHA 10). <i>A copy of these cards must be provided in this section.</i> Resumes of the employees providing services under this contract. (How staff are retained, screened, trained and monitored c) Company Resume that contains 1) history of the company; 2) Current contracts and past contracts working for large organizations, residential properties; Proposed Services: At a minimum, under this tab, the following information: a) Company Capabilities Statement -Description of the services and products provided. b) Quality Controls in place. c) Company Safety and Training Manual (provide on a CD if over 10 pages.) Also, within the Safety Manual it must conform to OSHA Regulations. a) Cost of Paper Goods for 5yrs; (refer to section 2.0)
	Tab 5 Managerial Capacity / Financial Viability a) Owners/Executive Staff Resumes; b) Organization Chart of the company; c) Resumes <u>Key</u> Employees; Supervisor/Managers (Frontline providing the service) b) Current Financial Statement from a Certified Public Accountant; c) Company (Bidders) Equal Employment Opportunity Policy



	d) Minority/Women Owned Business Certifications; Small Business Certification;
	Tab 6 Client Information /References; Business Resume of contracts with agencies/ companies where in the bidder is providing similar services. At least six (6) former or current clients for whom the Bidder has performed this service. References shall include: (<i>Reference letters are also accepted.</i>)
	<ul style="list-style-type: none"> a) Client's name; b) The client's contact name; c) The client's telephone number; d) A brief description and scope of service(s), the dates of services & contract
	Tab 7 Sub - Contractor (if applicable) Must provide information in Attachment B.
	Tab 8 SNRHA's Section 3 Clause and Contractor Initial Response Form: (Attachment D)
	Tab 9 Section 3 Business Certificate (Optional Item) Note: Bidder must provide a Section 3 Business Certification under this Tab to be considered. (refer to Attachment E)
	Tab 10 Other Information: Any information bidder deems relevant to this service.

SECTION 3 STATEMENT

Are you claiming a Section 3 Business Preference? **YES**___ or **NO** _____. If "YES," pursuant to the Section 3 portion within the Conditions and Specifications, and pursuant to the documentation justifying such submitted under Tab No. 8, **which priority are you claiming?** _____.

ADDENDUMS ISSUED:

All addendums issued must be noted here to acknowledge bidders receipt of this information.

Addendum No	Date

PROPOSER'S STATEMENT

The undersigned proposer states that by completing and submitting this Form and all other documents within this proposal, he/she is verifying that all information provided is, to the best of his/her knowledge, true and accurate, and that if the HA discovers that any information entered to be false, such shall entitle the HA to not consider or make award or to cancel any award with the undersigned party. Further, by completing and submitting the proposal submittal, the undersigned proposer is agreeing to abide by all terms and conditions pertaining to this RFP as issued by the HA, including an agreement to execute the attached Sample Contract form. Pursuant to this RFP and all ensuing documents, the undersigned proposes to supply the HA with the services described for the fee(s) provided in this RFP submittal.

Submitted By

Name (print)	Title:(print)
Signature:	Date:



ATTACHMENT B

SNRHA VENDOR INFORMATION -FOR YOUR INFORMATION

All required forms to be placed under Tab No. 2 along with Licenses and Certifications, etc.

**SNRHA's Disclosure of Ownership Form
and
Disclosure of Conflict of Interest Form**

**Proof of Insurance
Current Licenses and System for Award Management (SAM)- Proof of
Current Registration required;**

Federal ID –W9 Form



PROCUREMENT DEPT.

**WANDA BECKETT: (702) 477- 3145
FAX: 702-922-7050 ■ TDD 702-387-1898**

DATE: January 19, 2019
TO: BIDDERS AND CONTRACTORS
FROM: SNRHA PROCUREMENT DEPT.
RE: SNRHA's Basic License and Insurance Requirements

PAGES: 1 (Including Cover Page)

COMMENTS: The following are the basic license and insurance requirements of the Southern Nevada Regional Housing Authority:

- (1) Policy of General Liability insurance, with a minimum coverage of \$1,000,000 per occurrence and a minimum of \$2,000,000 aggregate, together with damage to premises and fire damage of \$50,000 and medical expenses for anyone person of \$5,000, with a deductible of not greater than \$1,000.00. **The SNRHA shall be named upon the certificate issued as an "additional insured," together with providing a copy of the corresponding endorsement evidencing the same.**
- (2) Evidence of Automobile Liability insurance, with a combined single limit of \$1,000,000 or for every vehicle utilized during the term of this contract, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than of \$50,000 per occurrence, \$100,000 aggregate and medical coverage of at least \$5,000; and
- (3) Appropriate worker's compensation coverage. (Not applicable if entity consists of only one employee)


NOTE: The Contractor **shall provide to the SNRHA with current certificate(s) /endorsement(s)** evidencing the insurance coverage referenced above. Failure to maintain the above-reference insurance coverage, including **naming the SNRHA as an additional insured (where appropriate) during the term(s) of this contract** shall constitute a material breach thereof.

Certificate Holder's Information shall be addressed as follows and delivered to:

**Southern Nevada Regional Housing Authority
Attn: Contracts & Purchasing Division
Post Office Box 1897
Las Vegas, NV 89125**

- (4) Contractors shall provide all appropriate and current Nevada Business Licenses to the SNRHA for the business/services of which they perform. (Ex: Nevada State Contractors, City of Las Vegas Business, Clark County, North Las Vegas, Secretary of State)





Quick Start Guide for Entities Interested in Being Eligible for Government Contracts

How to register your entity to be eligible for CONTRACTS in SAM:

Before you register, you need to know the following:

- What is an Entity?**
In SAM, your company/business/organization is now referred to as an "Entity".
 - REGISTERING IN SAM IS FREE.
 - If you were registered in CCR, your company's information is already in SAM. You just need to set up a SAM account. See the "Migrating Roles" Quick Start Guide.
- Your Entity's DUNS Number**
You need a DUNS to register your entity in SAM.
 - If you do not have a DUNS number, you can request a DUNS number for free by visiting D&B at <http://fedgov.dnb.com/webform>
 - It takes 1-2 business days to obtain a DUNS.
- Your Entity's Taxpayer Identification Number (TIN)**
You need your entity's Tax ID Number (TIN) and taxpayer name (as it appears on your last tax return). Foreign entities that do not pay employees within the U.S. do not need to provide a TIN.
 - A TIN is an Employer Identification Number (EIN) assigned by the Internal Revenue Service (IRS).
 - Sole proprietors may use their Social Security Number (SSN) assigned by the Social Security Administration (SSA) if they do not have a TIN, but please be advised it will not be treated as privacy act data in SAM.
 - To obtain an EIN visit: www.irs.gov/businesses/small/article/0,id=102767,00.html
 - Activating a new EIN with the IRS takes 2-5 weeks.

Steps For Registering Your Entity in SAM

- Go to www.sam.gov
- Create a Personal Account and Login
- Click "Register New Entity" under "Manage Entity" on your "My SAM" page
- Select your type of Entity
- Select "Yes" to "Do you wish to bid on contracts?"
- Complete "Core Data"
 - Validate your DUNS information
 - Enter Business Information (TIN, etc.)
 - Enter CAGE code if you have one. If not, one will be assigned to you after your registration is completed. Foreign registrants must enter NCAGE code.
 - Enter General Information (business types, organization structure, etc)
 - Financial Information (Electronic Funds Transfer (EFT) Information)
 - Executive Compensation
 - Proceedings Details
- Complete "Assertions"
 - Goods and Services (NAICS, PSC, etc.)
 - Size Metrics
 - EDI Information
 - Disaster Relief Information
- Complete "Representations and Certifications"
 - FAR Responses
 - Architect-Engineer Responses
 - DFARS Responses
- Complete "Points of Contact"
- Your entity registration will become active after 3-5 days when the IRS validates your TIN information.

How do I get more information? Take a look at the SAM User Guide.

Go to Our Website: www.sam.gov

Contact the SAM Help Desk: www.fsd.gov



SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY

Contracts & Purchasing

Fax: (702) 922-7050; TDD: (702) 387-1898

DISCLOSURE OF OWNERSHIP

INSTRUCTIONS: This form must be completed by the General/Prime Contractor, each Sub-contractor and Joint Venture Partnerships. Please provide copies of all Business Licenses, Articles of Incorporation, etc., and WBE, MBE Section 3, RBE Certifications with this form.

* REQUIRED FIELDS

Form fields for Company Name, Address, City, State & Zip, Telephone, Fax, Primary Contact, Title, Email Address, Federal Tax Identification Number, DUNS #, Business License Number, and State of Nevada Contractor's License Number.

NAME AND TITLE OF PRINCIPALS OF YOUR COMPANY AUTHORIZED TO SIGN ON ITS BEHALF

Please list additional principals on a separate sheet of paper.

Form fields for Name, Title, and % Owned for principals.

*SUPPLIER DIVERSITY STATEMENT: IF YOU DO NOT COMPLETE THIS AREA, WE CANNOT ADD YOUR FIRM TO OUR ELIGIBLE LIST. SNRHA receives federal funding; we MUST report to the government our supplier diversity efforts.

Form fields for diversity statement including checkboxes for Male Owned, Woman Owned, Asian/Pacific, African American, Public Held Corporation, Caucasian American, Hasidic Jew, Veteran, Disabled, Government Agency, Native American, Asian/Indian, W/MBE Certification#, Non-Profit Organization, Hispanic American, SNRHA Resident, HUB ZONE Certification #, and Emerging Small Business (ESB).

*DOES YOUR COMPANY RECEIVE A 1099? YES or NO
*ARE YOU REGISTERED WITH SYSTEM FOR AWARD MANAGEMENT (SAM): YES or NO
*ARE YOU REGISTERED WITH THE GOVERNOR'S EMERGING SMALL BUSINESS PROGRAM (ESB) YES or NO

*DEBARRED STATEMENT: Has this firm or any principles ever been disbarred from providing any items or services by any local, state or federal governmental agency? YES or NO

*DISCLOSURE STATEMENT: Does/has this firm or any principal have/had any personal or professional relationship with any commissioner or officer of the SNRHA? YES or NO

The undersigned hereby affirms that he/she is empowered to sign this form and requests that the above-noted firm be added to the SNRHA's list of firms eligible to do business with the SNRHA.

INSURANCE: Copy of insurance certificate must be provided immediately upon Notice of Award of contract, naming the SNRHA as the Certificate Holder and as an additional insured regarding General Liability.

Form fields for General Liability Insurance Policy # and Carrier, Workman's Compensation Policy # and Carrier, and Automobile Liability Insurance Policy # and Carrier.

Form fields for Signature, Date, and Printed Name.



SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY

Contracts & Purchasing

Fax: (702) 922-7050; TDD: (702) 387-1898

KEY PERSONNEL

INSTRUCTIONS:

LIST PERSONNEL ASSIGNED TO THIS CONTRACT: Identify the individual(s) that will act as project manager and any other supervisory personnel who will work on project; attach brief resume for each:

Name:	Title

NAME: _____

SIGNATURE: _____ **DATE:** _____



SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
Contracts & Purchasing
Fax: (702) 922-7050; TDD: (702) 387-1898

DISCLOSURE OF CONFLICT OF INTEREST

TO BE REVIEWED AND RESPONDED TO, WHETHER OR NOT SUCH CONFLICT(S) EXIST. THIS FORM MUST BE SIGNED AND DATED BY ENTITY'S REPRESENTATIVE AND RETURNED ALONG WITH THE DISCLOSURE OF OWNERSHIP FORM.

- 1.0 Ethics in Public Contracting: Ethical standards apply not only to PHA employees and Contracting Officers but to others with a vested interest in PHA contracts such as members of the Board of Commissioners, other officials and agents of the authority, and contractors with whom the PHA does business. Please refer to Handbook No. 7460.8 Rev 2, Chapter 4, which explains the specific ethical requirements for PHA contracting 24 CFR 85.36 (b)(3).
- 1.1 Principles: Members of the Board of Commissioners, PHA employees, and any others serving in an official position or acting as an agent of the PHA (hereafter referred to as employees, officers, or agents) must discharge their duties impartially to ensure fair competitive access to procurement opportunities by responsible contractors. Moreover, employees, officers, and agents should conduct themselves in such a manner as to foster the public's confidence in the integrity of the PHA procurement organization and process. Any attempt to realize personal gain through PHA employment or to serve as an officer or agent of the PHA through actions inconsistent with the proper discharge of duties is a breach of public trust.
- 1.2 Conflicts of Interest (24 CFR 85.36(b)(3) and Section 19 of the Annual Contribution Contract (ACC) between HUD and Public Housing. PHAs must observe the following conflict of interest prohibitions:
 - 1.2.1 No PHA employee, officer, or agent shall participate in the selection, award or administration of a contract supported by Federal funds if a conflict of interest, financial or otherwise, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of his or her immediate family; his or her partner; or an organization which employs or is about to employ any of the above, has a financial or other interest in the firm selected for the award.
 - 1.2.2 Immediate family is defined as: father, mother, sister, brother, son, daughter, wife, husband, grandparents, stepparents, in-law, sister-in-law, son-in-law, daughter-in-law, uncle and aunt and legal guardian and legal ward. Uncle and Aunt shall be defined as brother and sister of your biological father or mother.
 - 1.2.3 In addition to any other applicable conflict of interest requirements, neither the PHA nor any of its contractors or their subcontractors may enter into any contract, subcontract, or arrangement in connection with a project under the ACC in which any of the following classes of people have an interest, direct or indirect, during his or her tenure or for one year thereafter:
 - 1.2.3.1 Any present or former member or officer of the governing body of the PHA, or any member of the officer's immediate family. There shall be excepted from this prohibition any present or former tenant commissioner who does not serve on the governing body of a resident corporation, and who otherwise does not occupy a policymaking position with the resident corporation, the PHA or a business entity.



SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
Contracts & Purchasing
Fax: (702) 922-7050; TDD: (702) 387-1898

- 1.2.4 Any employee of the PHA who formulates policy or who influences decisions with respect to the project(s), or any member of the employee's immediate family, or the employee's partner.
- 1.2.5 Any public official, member of the local governing body, or State or local legislator, or any member of such individuals' immediate family, who exercises functions or responsibilities with respect to the project(s) of the PHA. (Note: For additional important provisions see Section 19 of the ACC)
- 1.2.6 No present or former PHA employee, officer, or agent shall engage in selling or attempting to sell supplies, services, or construction to the PHA for one year following the date such employment ceased (see Sections 515 of the old ACC, form HUD-53011, dated 11/69, and Section 19 of the new ACC, form HUD-53012A, dated 7/95). The term "sell" means signing a bid or proposal, negotiating a contract, contacting any PHA employee, officer, or agent for the purpose of obtaining, negotiating, or discussing changes in specifications, price, cost allowances, or other terms of a contract; settling contract disputes; or any other liaison activity with a view toward the ultimate consummation of a sale, although the actual contract is negotiated by another person.

1.3 The undersigned hereby confirms and attest that he/she is empowered to sign this form and further affirms that, to the best of his/her knowledge there is or is not an apparent Conflict of Interest.

NOTE: If there is a conflict of interest, Proposers/Bidders must provide this information to SNRHA during the Solicitation process. Failure to do so shall be grounds to consider the Proposal/Bid non-responsive.

Please identify the Conflict of Interest below: (Add supplemental sheet if required)

PERSON NAME	TITLE	RELATIONSHIP

I certify that the above information is true.

Name: <i>(print)</i>	Title:
Signature:	Date:

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
- -									
OR									
Employer identification number									
- - - - -									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ³
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

²Circle the minor's name and furnish the minor's SSN.

³You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



JIM GIBBONS
Governor

Robert R. Barengo
Chair, Nevada Tax Commission

DINO DICIANNO
Executive Director

STATE OF NEVADA
DEPARTMENT OF TAXATION

Web Site: <http://tax.state.nv.us>

1550 College Parkway, Suite 115
Carson City, Nevada 89706-7937
Phone: (775) 684-2000 Fax: (775) 684-2020

LAS VEGAS OFFICE

Grant Sawyer Office Building, Suite 1300
555 E. Washington Avenue
Las Vegas, Nevada, 89101
Phone: (702) 486-2300 Fax: (702) 486-2373

RENO OFFICE
4600 Kietzke Lane
Building L, Suite 235
Reno, Nevada 89502
Phone: (775) 688-1295
Fax: (775) 688-1303

HENDERSON OFFICE
2550 Paseo Verde Parkway Suite 180
Henderson, Nevada 89074
Phone: (702) 486-2300
Fax: (702) 486-3377

November 17, 2010

Account Number: RCE-014-695

Exp date: November 30, 2015

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
340 N 11TH ST
LAS VEGAS NV 89101

Pursuant to NRS 372.3261 and related statutes, SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY has been granted sales/use tax exempt status as a charitable organization. Direct purchases of tangible personal property made by SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY are exempt from sales/use tax. Fraudulent use of this exemption letter is a violation of Nevada law.

Vendors selling tangible personal property to SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY are authorized to sell to them tax exempt. The vendor shall account for the exempt sale on its sales/use tax return under exemptions. For audit purposes, a vendor must have a copy of this letter in order to document the transaction was tax exempt.

This letter only applies to Nevada sales/use tax and does not provide exemption from any other tax.

This exemption applies only to the above named organization and is not extended to individuals, or contractors or lessors to or for such organizations.

Any vendor having questions concerning the use of this sales/use tax exemption letter may contact the Department at one of the district offices listed above.

If, upon further or future review by the Department, it is determined the above named organization does not meet or no longer meets the criteria outlined in NRS 372.348, this letter of exemption will be revoked.

Sincerely,

Dino DiCianno
Executive Director



JIM GIBBONS
Governor
ROBERT R. BARÉNGO
Chair, Nevada Tax Commission
DINO DICIANNO
Executive Director

STATE OF NEVADA
DEPARTMENT OF TAXATION

Web Site: <http://tax.state.nv.us>
1550 College Parkway, Suite 115
Carson City, Nevada 89706-7937
Phone: (775) 684-2000 Fax: (775) 684-2020

LAS VEGAS OFFICE
Grant Sawyer Office Building, Suite 1300
555 E. Washington Avenue
Las Vegas, Nevada 89101
Phone: (702) 486-2300 Fax: (702) 486-2373


RENO OFFICE
4600 Kietzke Lane
Building I, Suite 235
Reno, Nevada 89502
Phone: (775) 688-1295
Fax: (775) 688-1303

HENDERSON OFFICE
2550 Paseo Verde Parkway, Suite
180
Henderson, Nevada 89074
Phone: (702) 486-2300
Fax: (702) 486-3377

EXEMPT ORGANIZATIONS

Governmental, Religious, Charitable and Educational organizations that are granted exemption from sales and use taxes for purchases or sales may only use their exemption in an official capacity.

Exemption status may **not** be transferred to individual organization members or anyone else for their personal use. Accordingly, use of an organization's exemption letter for other than its official capacity is inappropriate. Misuse of an organization's exemption may result in its revocation by the Department.

 **IRS** DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 09-11-2009

Employer Identification Number:
27-0910670

Form: SS-4

Number of this notice: CP 575 A

SOUTHERN NEVADA REGIONAL HOUSING
AUTHORITY
% CARL A ROWE
340 NORTH 11TH STREET
LAS VEGAS, NV 89101

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 27-0910670. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 941

01/31/2010

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes* and Publication 4248, *EFTPS (Brochure)*. If you need to make a deposit before you receive your Welcome Package, please visit an IRS taxpayer assistance center to obtain a Federal Tax Deposit Coupon, Form 8109-B. To locate the taxpayer assistance center nearest you, visit the IRS Web site at <http://www.irs.gov/localcontacts/index.html>. Note: You will not be able to obtain Form 8109-B by calling 1-800-829-TAXFORMS (1-800-829-3676).

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS Web site at www.irs.gov for a list of companies that offer IRS e-file for business products and services. The list provides addresses, telephone numbers, and links to their Web sites.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub. Thank you for your cooperation.

Keep this part for your records.

CP 575 A (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 A

999999999

Your Telephone Number Best Time to Call
() -

DATE OF THIS NOTICE: 09-11-2009
EMPLOYER IDENTIFICATION NUMBER: 27-0910670
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023
██

SOUTHERN NEVADA REGIONAL HOUSING
AUTHORITY
% CARL A ROWE
340 NORTH 11TH STREET
LAS VEGAS, NV 89101



ATTACHMENT C

HUD & SNRHA's Solicitation Forms

(Forms for submission shall be placed under Tab No. 3)

HUD Form 5369B Instructions to Offerors, Non-Construction; (Keep for your records)

HUD Form 5369-A Representations, Certifications and Other Statement of Bidders;

HUD Form 5370-C *General Conditions for Non-Construction Contracts, Sections 1 & 2; (Keep for your records)*

SNRHA's Drug-Free Workplace Certification;

SNRHA's Authorization to Release Information;

Non-Conclusive Affidavit;

Instructions to Offerors Non-Construction

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing



- 03291 -

1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

**U.S. Department of Housing
and Urban Development**
Office of Public and Indian Housing

**Representations, Certifications,
and Other Statements of Bidders**
Public and Indian Housing Programs

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory--

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

_____ [insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [] is, [] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

(b) The bidder represents and certifies as part of its bid that, except for full-time bona fide employees working solely for the bidder, the bidder:

(1) [] has, [] has not employed or retained any person or company to solicit or obtain this contract; and

(2) [] has, [] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(c) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder shall make an immediate and full written disclosure to the PHA/IHA Contracting Officer.

(d) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

[] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

7. Small, Minority, Women-Owned Business Concern Representation

The bidder represents and certifies as part of its bid/ offer that it --

(a) [] is, [] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [] is, [] is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [] is, [] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|------------------------|------------------------------|
| [] Black Americans | [] Asian Pacific Americans |
| [] Hispanic Americans | [] Asian Indian Americans |
| [] Native Americans | [] Hasidic Jewish Americans |

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [] is, [] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [] is, [] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

- (1) Obtain identical certifications from the proposed subcontractors;
- (2) Retain the certifications in its files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

11. Clean Air and Water Certification (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [] is, [] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate" [] is, [] is not included with the bid.

13. Bidder's Signature

The bidder hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 11/30/2023)

Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$150,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) **greater than \$2,000 but not more than \$150,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$150,000 – use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than \$150,000

1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

- proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
 - (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

-
- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
- (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from the performance of this contract; or,
 - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
- (i) Award of the contract may result in an unfair competitive advantage; or
 - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

During the performance of this contract, the Contractor/Seller agrees as follows:

(a) The [contractor/seller] will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The

[contractor/seller] will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The [contractor/seller] will, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(c) The [contractor/seller] will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the [contractor/seller]'s legal duty to furnish information.

(d) The [contractor/seller] will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the [contractor/seller]'s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The [contractor/seller] will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The [contractor/seller] will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The [contractor/seller] will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

17. Equal Opportunity for Workers with Disabilities

1. The [contractor/seller] will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The [contractor/seller] agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. Rates of pay or any other form of compensation and changes in compensation;
- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v. Leaves of absence, sick leave, or any other leave;
- vi. Fringe benefits available by virtue of employment, whether or not administered by the [contractor/seller];
- vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- viii. Activities sponsored by the [contractor/seller] including social or recreational programs; and
- ix. Any other term, condition, or privilege of employment.

2. The [contractor/seller] agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3. In the event of the [contractor/seller] noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the [contractor/seller]'s obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.

The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Braille or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the [contractor/seller], a [contractor/seller] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [contractor/seller] provides computers, or access to computers, that can access the electronic posting to such employees, or the [contractor/seller] has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the [contractor/seller] to notify job applicants of their rights if the [contractor/seller] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5. The [contractor/seller] will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the [contractor/seller] is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

6. The [contractor/seller] will include the provisions of this clause in every subcontract or purchase order in excess of \$ 10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. The [contractor/seller] must, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

18. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

19. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

20. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

21. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

22. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

22. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of

recovered materials practicable consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract

General Conditions for Non-Construction Contracts

Section II – (With Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 11/30/2023)

Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

Applicability. This form HUD-5370C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) Non-construction contracts (*without* maintenance) greater than \$150,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 905.200) greater than \$2,000 but not more than \$150,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$150,000 – use Sections I and II.

Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000

1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:
 - (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the industry; and
 - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work

in the classification under this Contract from the first day on which work is performed in the classification.

2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
 - (i) Name, address and Social Security Number;
 - (ii) Correct work classification or classifications;
 - (iii) Hourly rate or rates of monetary wages paid;
 - (iv) Rate or rates of any fringe benefits provided;
 - (v) Number of daily and weekly hours worked;
 - (vi) Gross wages earned;
 - (vii) Any deductions made; and
 - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
 - (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice; A

- (ii) trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
- (iii) A training/trainee program that has received prior approval by HUD.

- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
- (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
- (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
- (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Disputes concerning labor standards

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
 - (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD). The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

6. Contract Work Hours and Safety Standards Act

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

- (a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

- (c) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

7. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

8. Non-Federal Prevailing Wage Rates

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

- A. The Southern Nevada Regional Housing Authority certifies that it will, or will continue to provide a drug free workplace by:
- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b) Establishing an ongoing drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - e) Notifying HUD in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number (s) of each affected grant;
 - f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

**SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
CERTIFICATION REGARDING DRUG FREE WORKPLACE REQUIREMENTS**

- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e), and (f).
- B. The Grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of performance (street, address, city, county, state, zip code)

SNRHA PROPERTIES AS ASSIGNED
MAIN OFFICE: 340 N 11 TH STREET, LAS VEGAS, NV 89031

By: _____
Contractor

ATTEST

Name (print): _____

Signature

Date



AUTHORIZATION TO RELEASE INFORMATION

(RETURN UNDER APPROPRIATE TAB OF YOUR PROPOSAL)

Date: _____

Attn: Wanda Beckett
Contracts Administrator
Southern Nevada Regional Housing Authority (SNRHA)

RE: References

To Whom It May Concern:

We, _____, are currently participating as the Contractor or Subcontractor with _____ in responding to the noted Solicitation Invitation for Bid, (IFB) with the Southern Nevada Regional Housing Authority (SNRHA).

We understand the Housing Authority is assessing the contract performance records of the Bidder/Contractor and its proposed Subcontractor(s). To facilitate and enhance the performance assessment process, we are signing this Authorization to Release Information granting our permission to release and discuss our company's present and past performance information with SNRHA Procurement and Contracts Department during the Evaluation/Selection process.

By signing below I attest I am the individual who has the authority to sign for and legally bind the company. I authorize and acknowledge both the release and discussion of present and past performance information with the SNRHA as indicated above.

Company Name: _____

Signature _____ Title: _____

Printed Name: _____

License or DUN Number: _____



**SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
NON-COLLUSIVE AFFIDAVIT**

STATE OF ()

COUNTY OF ()

_____, being first duly sworn, deposes and says: That he/she is the party making the foregoing proposal or bid and that such proposal or bid is genuine and not collusive or; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person to fix the bid price of affiant or of any other bidder or to secure any advantage against the Housing Authority or any person interested in the proposed contract; and that all statements in said bid/proposal are true.

SIGNATURE OF:

BIDDER, if the bidder is an Individual

PARTNER, if the bidder is a Partnership

OFFICER, if the bidder is a Corporation

SUBSCRIBED and SWORN to before me this _____ day of _____, 20____.

NOTARY PUBLIC



ATTACHMENT D

SNRHA's Section 3 Clause and Contractor's Initial Response Form;

A Required Submission

(To be submitted under Tab No. 9)



Southern Nevada Regional Housing Authority
340 North 11th Street, Las Vegas, NV. 89101

24 CFR PART 135 - SECTION 3 CLAUSE

This contract is subject to the following conditions under Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3).

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor or organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The contractor will certify that any vacant employment positions, including training positions that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprise. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

ACKNOWLEDGE ACCEPTANCE & RECEIPT:

Print Name

Date

Signature

ATTACHMENT E

**INFORMATION AND APPLICATION TO OBTAIN
A SECTION 3 BUSINESS CERTIFICATE – DO NOT SUMIT THIS INFORMATION
WITH THE PROPOSAL. THIS INFORMATION MUST BE SUBMITTED TO THE
CONTRACT PERSON LISTED BELOW.**

**To obtain Section 3 Business Certification or to ask question regarding the
Section 3 Compliance as it relate to a contract awarded, please contact:**

**Johnny Shaw, Procurement Manager
Phone: 702-477-3146 / Email: jshaw@sivrha.org**

NOTE:

**The Section 3 Businesses Certification must provided in the proposal Under
TAB 10 to obtain Section 3 Business Preferences
(Optional Submission)**



**CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3 PREFERENCE
IN CONTRACTING AND DEMONSTRATION OF CAPABILITY**

NAME OF BUSINESS: _____

ADDRESS OF BUSINESS: _____

TYPE OF BUSINESS: Corporation Partnership Sole Proprietorship Joint Venture

Attached is the following documentation as evidence of status:

FOR BUSINESS CLAIMING STATUS AS A SECTION 3 RESIDENT-OWNED ENTERPRISE

Copy of resident lease Other evidence Copy of evidence of participation in a public assistance program

For the business entity as applicable:

- | | |
|--|---|
| <input type="checkbox"/> Copy of Articles of Incorporation | <input type="checkbox"/> Certificate of Good Standing |
| <input type="checkbox"/> Assumed Business Name Certificate | <input type="checkbox"/> Partnership Agreement |
| <input type="checkbox"/> List of owners/stockholder and % of each | <input type="checkbox"/> Corporation Annual Report |
| <input type="checkbox"/> Latest Board minutes appointing officers | <input type="checkbox"/> Additional documentation |
| <input type="checkbox"/> Organization chart with names and titles and brief functional statement | |

**FOR BUSINESS CLAIMING SECTION 3 STATUS BY SUBCONTRACTING 25% OF THE DOLLAR
AWARDED TO QUALIFIED SECTION 3 BUSINESS**

- List of subcontracted Section 3 business and subcontract amount
 Copy of certification from City of Las Vegas or Clark County

**FOR BUSINESS CLAIMING SECTION 3 STATUS, CLAIMING AT LEAST 30% OF THEIR
WORKFORCE ARE CURRENTLY SECTION 3 RESIDENTS OR WERE SECTION 3 ELIGIBLE
RESIDENTS WITHIN 3 YEARS OF DATE OF FIRST EMPLOYMENT WITH THE BUSINESS**

- | | |
|--|---|
| <input type="checkbox"/> List of all current full time employees | <input type="checkbox"/> List of all employees claiming Section 3 status |
| <input type="checkbox"/> PHA Residential lease (less than 3 years from date of employment) | <input type="checkbox"/> Other evidence of Section 3 status (less than 3 years from date of employment) |

**EVIDENCE OF ABILITY TO PERFORM SUCCESSFULLY UNDER THE TERMS AND CONDITIONS
OF THE PROPOSED CONTRACT**

- | | |
|---|--|
| <input type="checkbox"/> Current financial statement | <input type="checkbox"/> List of owned equipment |
| <input type="checkbox"/> Statement of ability to comply | <input type="checkbox"/> List of all contracts for the past 2 years with public policy |

Corporate Seal

Authorizing Name and Signature

Notary

My term expires: _____

Title



SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY

PREFERENCE FOR SECTION 3 BUSINESS CONCERNS IN CONTRACTING OPPORTUNITIES

The Southern Nevada Regional Housing Authority has established the following priority for preference when providing contracting opportunities to Section 3 Businesses:

Priority 1

Category 1a Business

Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the Section 3-covered assistance is expended.

Priority 2

Category 1b Business

Business concerns whose workforce includes 30 percent of residents of the housing development for which the Section 3-covered assistance is expended, or within three (3) years of the date of first employment with the business concern, were residents of the Section 3-covered housing development.

Priority 3

Category 2a Business

Business concerns that are 51 percent or more owned by residents of any other housing development or developments.

Priority 4

Category 2b Business

Business concerns whose workforce includes 30 percent of residents of any other public housing development or developments, or within three (3) years of the date of first employment with the business concern, were "Section 3" residents of any other public housing development.

Priority 5

Category 3 Business

Business concerns participating in HUD Youth-build programs being carried out in the metropolitan area in which the Section 3-covered assistance is expended.

Priority 6

Category 4a Business

Business concerns that are 51 percent or more owned by Section 3 residents in the metropolitan area, or whose permanent, full-time workforce includes no less than 30 percent of Section 3 residents in the metropolitan area, or within three (3) years of the date of employment with the business concern, were Section 3 residents in the metropolitan area.

Priority 7

Category 4b Business

Business concerns that subcontract in excess of 25 percent of the total amount of subcontracts to Section 3 business concerns.

Eligibility for Preference

A business concern seeking to qualify for a Section 3 contracting preference shall certify or submit evidence that the business concern is a Section business concern.

of solicitation provides for participation by a reasonable number of competitive sources. At the time of solicitation, the parties must be informed of:

- the section 3 covered contract to be awarded with sufficient specificity;
- the time within which quotations must be submitted; and
- the information that must be submitted with each quotation.

(B) If the method described in paragraph (i)(A) is utilized, there must be an attempt to obtain quotations from a minimum of three qualified sources in order to promote competition. Fewer than three quotations are acceptable when the contracting party has attempted, but has been unable, to obtain a sufficient number of competitive quotations. In unusual circumstances, the contracting party may accept the sole quotation received in response to a solicitation that provided the prices is reasonable. In all cases, the contracting party shall document the circumstances when it has been unable to obtain at least three quotations.

(ii) Award. (A) Where the section 3 covered contract is to be awarded based upon the lowest price, the contract shall be awarded to the qualified section 3 business concern with the lowest responsive quotation, if it is reasonable and no more than 10 percent higher than the quotation of the lowest responsive quotation from any qualified source. If no responsive quotation by a qualified section 3 business concern is within 10 percent of the lowest responsive quotation from any qualified source, the award shall be made to the source with the lowest quotation.

(B) Where the section 3 covered contract is to be awarded based on factors other than price, a request for quotation shall be issued by developing the particulars of the solicitation, including a rating system for the assignment of points to evaluate the merits of each quotation. The solicitation shall identify all factors to be considered, including price or cost. The rating system shall provide for a range of 15 to 25 percent of the total number of available rating points to be set aside for the provisions of preference for

section 3 business concerns. The purchase order shall be awarded to the responsible firm whose quotations is the most advantageous, considering price and all other factors specified in the rating system.

(2) *Procurement by sealed bids (Invitations for Bid)*. Preference in the award of section 3 covered contracts that are awarded under a sealed bid (IFB) process may be provided as follows:

(j) Bids shall be solicited from all businesses (section 3 business concerns, and non-section 3 business concerns). An award shall be made to the qualified section 3 business concern with the highest priority ranking and with the lowest responsive bid if that bid-

(A) is within the maximum total contract price established in the contracting party's budget for the specific project for which bids are being taken, and

(B) is not more than "X" higher than the total bid price of the lowest responsive bid from any responsible bidder. "X" is determined as follows:

	x=lesser of:
When the lowest responsive bid is less than \$100,000.....	10% of the bid or \$9,000
When the lowest responsive bid is:	
At least \$100,000, but less than \$200,000.....	9% of that bid, or \$16,000
At least \$200,000, but less than \$300,000.....	8% of that bid, or \$21,000
At least \$300,000, but less than \$400,000.....	7% of that bid, or \$24,000
At least \$400,000, but less than \$500,000.....	6% of that bid, or \$25,000
At least \$500,000, but less than \$1 million.....	5% of that bid, or \$40,000
At least \$1 million, but less than \$2 million.....	4% of that bid, or \$60,000
At least \$2 million, but less than \$4 million.....	3% of that bid, or \$80,000
At least \$4 million, but less than \$7 million.....	2% of that bid, or \$105,000
\$7 million or more.....	1½ % of the lowest responsive bid, with no dollar limit

(ii) if no responsive bid by section 3 business concern meets the requirements of paragraph (2)(i) of this section, the contract shall be awarded to a responsible bidder with the lowest responsive bid.

(3) *Procurement under the competitive proposals method of procurement (Request for Proposals (RFP))*. (i) For contracts and subcontracts awarded under the competitive proposals method of procurement (24 CFR 85.36 (d)(3)), a Request for Proposals (RFP) shall identify all evaluation factors (and their relative importance) to be used to rate proposals.

(ii) One of the evaluation factors shall address both the preference for section 3 business concern and the acceptability of the strategy for meeting the greatest extent feasible requirement (section 3 strategy), as disclosed in proposals submitted by all business concerns (section 3 and non-section 3 business concerns). This factor shall provide for a range of 15 to 25 percent of the total number of available points to be set aside for the evaluation of these two components.

(iii) The component of this evaluation factor designed to address the preference for

section 3 business concerns must establish a preference for these business concerns in the order of priority ranking as described in 24 CFR 135.36.

(iv) With respect to the second component (the acceptability of the section 3 strategy), the RFP shall require the disclosure of the contractor's section 3 strategy to comply with the section 3 training and employment preference, or contracting preference, or both, if applicable. A determination of the contractor's responsibility will include the submission of an acceptable section 3 strategy. The contract award shall be made to the responsible firm (either section 3 or non-section 3 business concern) whose proposal is determined most advantageous, considering price and all other factors specified in the RFP.

Dated: June 27, 1994.
Roberta Actenberg,
Assistant Secretary for Fair Housing and Equal Opportunity
 [FR Doc.94-15951 Filed 6-29-94; 8:45am]
 BILLING CODE 4210-28-P

Office of the Secretary
 24 CFR Subtitle A and Parts 92, 219, 280, 570, 572, 574, 576, 583, 882, 889, 890, 905, 961 and 963.
 [Docket No. R94-1678; FR-3536 F-01]
 RIN 2501-AB64
Economic Opportunities for Low- and Very Low-Income Persons-Conforming Amendments
AGENCY: Office of the Secretary, HUD
ACTION: Final Rule

SUMMARY: Section 3 of the Housing and Urban Development Act of 1968 (section 3), as amended by the Housing and Community Development Act of 1992, requires de economic opportunities generated by HUD financial assistance for housing (including public and Indian housing) and community development programs shall, to the greatest extend feasible, be given to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to businesses that provide economic opportunities for those persons.



ATTACHMENT F

SNRHA's Sample Non-Construction Contract And Sample Task Order

(For Your Information)



**CONTRACT BETWEEN
THE SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
AND**

INTRODUCTION

This contract by and between the Southern Nevada Regional Housing Authority (hereinafter the "SNRHA") and _____ (hereinafter "the Contractor") is hereby entered into this _____ day of _____, 2010.

Services pursuant to this contract shall begin on the _____ day of _____, 2010, and shall end on the _____ day of _____, 2011, unless otherwise extended, modified, terminated or renewed by the parties as provided for within this contract. Unless otherwise detailed herein, all references to "days" shall be calendar days (in the case that the last day referenced falls on a Saturday, Sunday or legal holiday, then the period of time shall be automatically extended to include the next work day). Also, whenever the term "herein" is referred to, such refers to this contract and all listed or attached appendices.

1.0 Definitions:

1.1 Procurement Director (PM): The SNRHA Procurement Manager

1.2 Invitation for Bid (IFB): A competitive solicitation process conducted by the SNRHA wherein award was completed to the top-rated responsive and responsible bidder.

2.0 Services and Payment:

2.1 Scope of Services: The services provided pursuant to this contract generally consist of _____ the SNRHA various facilities as described herein and within Appendices 4 and 5. Said services shall be provided on the dates and times determined by the SNRHA at the designated SNRHA communities and facilities.

2.2 Provision of Additional Services (Task Orders): The Contractor shall not begin any specific assigned task orders (work) without the receipt of a completed Contract Task Order Form (CTOF) from the authorized SNRHA representative. This shall be completed as follows:

2.2.1 The SNRHA shall complete all information within the upper portion of this Form (where stated "To be completed by the SNRHA") and deliver the Form to the Contractor (typically by fax);

2.2.2 Within 5 days of receipt of the CTOF, the Contractor shall complete all information within Section "B", "Contractor's Acknowledgment" portion, paying special attention to number 2 (date assigned work will begin) and number 5 (completion date of work) and return the completed Form (typically, by fax) to the SNRHA staff person that delivered the Form to the Contractor; and

2.2.3 Once the assigned work is completed the SNRHA representative shall complete the bottom "Performance Evaluation" portion of the Form and deliver the entire completed Form to the SNRHA Contracts & Purchasing Office.

2.3 Cost/Value of Services:

2.3.1 Labor Costs: The cost of the services provided pursuant to this contract shall be provided by the Contractor at the costs identified within Appendix No. 6, which costs were arrived at by negotiation between the SNRHA and the Contractor.



2.3.2 Contract Value: The total Not-To-Exceed (NTE) value of this contract is:

\$ _____

The Contract exceeds the above-stated NTE rate at its own risk.

2.4 Billing Method:

2.4.1 To receive payment for services rendered pursuant to this contract the Contractor shall submit a fully completed invoice for work previously performed to:

**Southern Nevada Regional Housing Authority
Attn: Accounts Payable
Post Office Box 1897
Las Vegas, NV 89125**

2.4.2 At a minimum, the invoice shall detail the following information:

2.4.2.1 Unique invoice number;

2.4.2.2 Contractor's name, address and telephone number;

2.4.2.3 Date of invoice and/or billing period;

2.4.2.4 Applicable SNRHA Contract No. C _____;

2.4.2.5 Applicable SNRHA Purchase Order No.;

2.4.2.6 Total dollar amount being billed; and

2.4.2.7 The full detail of the services rendered, including quantities and rates as detailed within the preceding Section 2.3.1 herein, may be contained within each Task Order. The invoice submitted may be a fixed price corresponding to the total of each Task Order.

2.4.3 The SNRHA will pay each such properly completed invoice received on a Net/30 basis. Any invoice received not properly completed will not be paid unless and/or until the Contractor complies with the applicable provisions of this contract.

2.4.4 Applicability of the Task Order Basis to a Requirements Contract:

2.4.4.1 Unless otherwise stated within the RFP/IFB/bid documents or herein, this contract shall be considered to be a Requirements Contract (RC) with work ordered on a task order basis; meaning, the SNRHA does not at this time know the exact total of all work it will award to the Contractor pursuant to this contract, but the SNRHA will order additional work on an as-needed basis.



2.4.4.2 The SNRHA reserves the right to order any quantity of work pursuant to this contract, which means that the SNRHA is not agreeing to a definitive minimum and/or maximum amount of work that may be ordered, either on an individual order basis or in total, other than those amounts that are set herein as a result of the following 2.4.4.3.

2.4.4.3 The minimum and/or maximum amount of work ordered shall be determined by:

2.4.4.3.1 the SNRHA's needs in the area(s) that the contract applies to; and/or

2.4.4.3.2 the funds available for these services on a Board-approved SNRHA budget and as listed within this contract within the preceding 2.3.2; and

2.4.4.3.3 in no case shall the total of work ordered pursuant to this contract exceed either of the amounts referred to within the preceding 2.4.4.3.2.

3.0 SNRHA's Obligations: Pursuant to this contract, the SNRHA agrees to provide the specific services detailed herein and also shall be responsible for the following:

3.1 Agree to pay each properly completed invoice within 30 days of receipt;

3.2 Agree to provide and make available the appropriate documentation and assistance needed and/or requested by the Contractor to perform the services of this contract.

4.0 Contractor's Obligations: Pursuant to this contract, the Contractor agrees to provide the specific services detailed herein and within Appendix No. 5 and shall also be responsible for the following:

4.1 Supervision and Oversight: The Contractor shall be solely responsible for providing supervision and oversight to all of the Contractor's personnel that are assigned to the SNRHA work pursuant to this contract;

4.2 Qualified Personnel: The Contractor warrants and represents that it will assign only qualified personnel to perform the services. For the purposes of this contract, the term "qualified personnel" shall mean those personnel that are experienced and/or trained in the manner described within this contract and, as proposed by the Contractor within its proposal or as provided by the Contractor during the Contractor's normal conduct of business;

4.3 Insurance Requirements:

4.3.1 The complete indemnity requirements are detailed within Section 12.19 herein.

4.3.2 In this regard, the Contractor shall maintain the following insurance coverage during the effective term(s) of this contract:

4.3.1 Policy of General Liability insurance, with a minimum coverage of \$1,000,000 per occurrence and a minimum of \$2,000,000 aggregate, together with damage to premises and fire damage of \$50,000 and medical expenses for anyone person of \$5,000, with a deductible of not greater than \$1,000. The SNRHA shall be named upon the certificate issued as an "additional insured," together with providing a copy of the corresponding endorsement evidencing the same.



- 4.3.2 Policy of Professional Liability insurance coverage or Errors and Omissions coverage with a minimum of \$2,000,000 per occurrence and a minimum of \$1,000,000 aggregate, with a deductible of not greater than \$1,000;
- 4.3.3 Evidence of Automobile Liability insurance, with a combined single limit of \$1,000,000. For every vehicle utilized during the term of this contract, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than of \$50,000 per occurrence, \$100,000 aggregate and medical coverage of at least \$5,000; and
- 4.3.4 Appropriate worker's compensation coverage.
- 4.3.3 The Contractor shall provide to the SNRHA with current certificate(s)/endorsement(s) evidencing the insurance coverage referenced above. Failure to maintain the above-reference insurance coverage, including naming the SNRHA as an additional insured (where appropriate) during the term(s) of this contract shall constitute a material breach thereof.
- 4.3.4 Insurance certificate(s)/endorsement(s) shall be delivered to:

Wanda Beckett
Southern Nevada Regional Housing Authority
Post Office Box 1897
Las Vegas, NV 89125

4.4 **Licensing:** The Contractor shall also provide to the SNRHA copies of any required current City, State and/or Federal licenses. Failure to maintain these licenses in a current status during the term(s) of this contract shall constitute a material breach thereof.

4.5 **Financial Viability and Regulatory Compliance:**

- 4.5.1 The Contractor warrants and represents that its corporate entity is in good standing with all applicable federal, state and local licensing authorities and that it possesses all requisite licenses to perform the services required by this contract. The Contractor further warrants and represents that it owes no outstanding federal, state or local taxes or business assessments.
- 4.5.2 Contractor agrees to promptly disclose to the SNRHA any IRS liens or insurance or licensure suspension or revocation that may adversely affect its capacity to perform the services outlined within this contract. The failure by the Contractor to disclose such issue to the SNRHA in writing within 5 days of such notification received will constitute a material breach of this contract.
- 4.5.3 The Contractor further agrees to promptly disclose to the SNRHA any change of its ownership and/or any declaration of bankruptcy that the Contractor may undergo during the term(s) of this contract. The failure of the Contractor to disclose any change of its ownership and/or its declaration of bankruptcy within 5 days of said actions shall constitute a material breach of this contract.

5.0 **Assignment of Contract:** This contract shall not be assigned or transferred by either party without the written consent of the other party.

6.0 **Modification:** This contract shall not be modified, revised, amended or extended except by written addendum, executed by both parties.

7.0 **Severability:** The invalidity of any provision of this contract, as determined by a court of competent jurisdiction and/or HUD, shall in no way affect the validity of any other provision herein.



8.0 Applicable Laws:

- 8.1 Compliance with Federal and State Laws:** All work performed by the Contractor, pursuant to this contract, shall be done in accordance with applicable all Federal, State and local laws, regulations, codes and ordinances.
- 8.2 Section 3 Requirements:** The SNRHA has adopted a scale (See Appendix 2) for hiring that is used on all construction, service and professional contracts that contain a labor component as referenced *HUD Act of 1968, as amended, 12 U. S. C. 170 u.* All Section 3 covered contracts shall include the following clause (referred as to the Section 3 Clause):
- 8.2.1** The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - 8.2.2** The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
 - 8.2.3** The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
 - 8.2.4** The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
 - 8.2.5** The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
 - 8.2.6** Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
 - 8.2.7** With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises.



Parties to this contract that are subject to the provisions of Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

8.3 Jurisdiction of Law: The laws of the State of Nevada shall govern the validity, construction and effect of this contract, unless said laws are superseded by, or in conflict with applicable federal laws and/or federal regulations. This contract will be binding upon the parties, their heirs, beneficiaries, and devisees of the parties hereto. The parties agree that Clark County, Nevada is the appropriate forum for any action relating to this contract. Should any party hereto retain counsel for the purpose of initiating litigation or arbitration to enforce, prevent the breach of any provision hereof, or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the losing party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorney's fees and costs incurred by such prevailing party.

8.0 Notices, Invoices and Reports:

9.1 All notices, reports and/or invoices submitted to the SNRHA by the Contractor pursuant to this contract shall be in writing and delivered to the attention of:

**Southern Nevada Regional Housing Authority
340 North 11th Street, Suite 100
Las Vegas, NV 89101
702-922-7020**

or, if appropriate, faxed to: 922-_____.

9.2 All notices submitted to the Contractor pursuant to this contract shall be in writing and mailed to the attention of:

or, if appropriate, shall be faxed to: _____.

9.0 Disputes:

10.1 Disputes: In the case of any contractual dispute not identified within the preceding Section 10.1 that cannot be settled through discussions and/or negotiations between the SNRHA and the Contractor shall be settled as provided for within Appendix I; Section I, No. 7 (a-e).

10.0 24 CFR 85.36(i), Procurement: Pursuant to this CFR, as issued by the Office of the Secretary, HUD, the SNRHA and the Contractor each agree to comply with the following provisions:

11.1 Remedies for Contract Breach: Pertaining to contract-related issues, it is the responsibility of both the SNRHA and the Contractor to communicate with each other clearly and thoroughly. Dissatisfaction by either party must be communicated in writing, fully detailing the issue and requested corrective action. The SNRHA has the right to issue unilateral addendums to this contract; the Contractor does not have this right. Within 10 days the party receiving the written notice of dissatisfaction shall respond in writing to the other party.

10.1.1 Procedures regarding Contractor performance issues: If the Contractor is in material breach of the contract, the SNRHA may promptly invoke the termination clause, pursuant Appendix I; Section 3 a-e, attached hereto.



- 10.1.2** Prior to termination, the SNRHA may choose to warn the Contractor, verbally or in writing, of any issue of non-compliant or unsatisfactory performance. Such warning may include placing the Contractor on probation, thereby giving the Contractor a certain period of time to correct the deficiencies or potentially suffer termination. The SNRHA shall maintain in the contract file a written record of any such warning detailing all pertinent information. If the Contractor does not agree with such action, the Contractor shall have ten 10 days to dispute or protest, in writing, such action; if he/she does not do so within the 10-day period, he/she shall have no recourse but to accept and agree with the SNRHA's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the SNRHA's alleged incorrect action(s).
- 10.1.3** After termination, if the Contractor does not agree with the SNRHA's justification for the termination, the Contractor shall have 10 days to dispute, in writing, such action; if he/she does not do so within the 10-day period, he/she shall have no recourse but to accept and agree with the SNRHA's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the SNRHA's alleged incorrect action(s).
- 10.1.4** The response to any protest or dispute pertaining to this contract shall be conducted in accordance with Section 10.0 herein.
- 10.1.5** All rights and remedies granted to SNRHA herein and any other rights and remedies which SNRHA may have at law and in equity are hereby declared to be cumulative and not exclusive. The fact that SNRHA may have exercised any remedy without terminating this contract shall not impair SNRHA's rights thereafter to terminate or to exercise any other remedy herein granted, or to which SNRHA may be otherwise entitled.
- 10.2 Termination For Convenience and Default:** As detailed within Appendix I; Section I, No. 3 (a-e), attached hereto.
- 10.3 Executive Order 11246:** For all construction contracts awarded in excess of \$10,000, both parties hereby agree to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).
- 10.4 Copeland "Anti-Kickback" Act:** For all construction or repair contracts awarded, both parties hereby agree to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).
- 10.5 Davis-Bacon-Act:** For all construction contracts awarded in excess of \$2,000 when required by Federal Grant Program legislation, both parties hereby agree to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor Regulations (29 CFR Part 5).
- 10.6 Sections 103 and 107 of the Contract Work Hours and Safety Standards Act:** For all construction contracts awarded in excess of \$2,000 and for other contracts, which involve the employment of mechanics or laborers awarded in excess of \$2,500, both parties hereby agree to comply with the Sections 103 and 107 of the Contract Work Hours and Safety Act (40 U.S.C. 327-330) as supplemented in Department of Labor Regulations (29 CFR Part 5).
- 10.7 Reporting:** Both parties hereby agree to comply with any reporting requirements that may be detailed herein.
- 10.8 Patent Rights:** Both parties hereby agree to comply with HUD Bulletin 90-23, which is the (a) Notice of Assistance Regarding Patent and Copyright Infringement.



10.9 Copy Rights/Rights in Data: The SNRHA has unlimited rights to any data, including computer software, developed by the Contractor in the performance of the contract specifically:

- 10.9.1** Except as provided elsewhere in this clause, the SNRHA shall have unlimited rights in data first produced in the performance of this contract; form, fit, and function data delivered under this contract; data delivered under this contract (except for proprietary computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and all other data delivered under this contract unless provided otherwise for limited rights data or proprietary computer software.
- 10.9.2** The Contractor shall have the right to: use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in this clause; protect from unauthorized disclosure and use those data which are limited rights data or proprietary computer software to the extent provided in this clause; substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action in accordance with this clause; and establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided below.
- 10.9.3** For data first produced in the performance of this contract, the Contractor may establish, without prior approval of the SNRHA Procurement Director (PM), claim to copyright subsisting in scientific or technical articles based on or containing data first produced in the performance of this contract. The Contractor grants the SNRHA and others acting on its behalf a paid-up, non-exclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform or display publicly by or on behalf of the SNRHA.
- 10.9.4** The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains copyright notice, unless the Contractor identifies such data and grants the SNRHA a license of the same scope as identified in the preceding paragraph.
- 10.9.5** The SNRHA agrees not to remove any copyright notices placed on data and to include such notices in all reproductions of the data. If any data delivered under this contract are improperly marked, the SNRHA may either return the data to the Contractor, or cancel or ignore the markings.
- 10.9.6** The Contractor is responsible for obtaining from its subcontractors all data and rights necessary to fulfill the Contractor's obligations under this contract.
- 10.9.7** Notwithstanding any provisions to the contrary contained in the Contractor's standard commercial license or lease contract pertaining to any restricted computer software delivered under this contract, and irrespective of whether any such contract has been proposed prior to the award of this contract or of the fact that such contract may be affixed to or accompany the restricted computer software upon delivery, the Contractor agrees the SNRHA shall have the rights set forth below to use, duplicate, or disclose any proprietary computer software delivered under this contract. The terms and conditions of this contract, including any commercial lease or licensing contract, shall be subject to the following procedures.
- 10.9.8** The proprietary computer software delivered under this contract may not be used, reproduced, or disclosed by the SNRHA except as provided below or as expressly stated otherwise in this contract. The proprietary computer software may be: used or copied for



use in or with the computer(s) for which it was acquired, including use at any SNRHA location to which such computer(s) may be transferred; used or copied for use in or with backup computer if any computer for which it was acquired is inoperative; reproduced for safekeeping (archives) or backup purposes; modified, adapted, or combined with other computer software, provided that the modified, combined, or adapted portions of the derivative software incorporating any of the delivered, proprietary computer software shall be subject to the same restrictions set forth in this contract; and used or copies for use in or transferred to a replacement computer.

11.10 Access to Records: Both parties hereby agree that the Contractor will make available to the SNRHA, HUD, the Comptroller General of the United States, or any of their duly authorized representatives (including retained auditors), any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

11.11 Record Retention: The Contractor further agrees that he/she shall retain all such records pertaining to this contract for a period of not less than 3 years after final payment, the completion of any services provided pursuant to this contract, or after all pending matters are closed.

11.12 Clean Air Act: For all contracts in excess of \$100,000, both parties hereby agree to comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

11.13 Energy Policy and Conservation Act: Both parties hereby agree to comply with all mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

12 Debarment and Suspension. Contractor agrees, by submitting this bid, to include this clause without modification in all lower tier transactions, solicitations, bids, contracts and subcontracts.

12.1 By execution of this Contract with the SNRHA, the Contractor hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67 § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19610-19211), and any relevant program-specific regulations.

12.2 Contractor acknowledges and agrees that, pursuant to Federal Acquisition Regulation ("FAR") 9.406-2, the SNRHA has discretion to suspend and/or debar contractor from conducting future business with the SNRHA for contractor's commission of the offenses outlined in FAR 9.406-2, including, but not limited to, violation of any applicable Federal law, commission of fraud, embezzlement and/or theft, receipt of stolen property, use of inappropriate construction materials, repeated contract violations and recurrent re-inspections. The SNRHA's right to suspend and/or debar contractor is in addition to the SNRHA's right to assess the monetary penalties outlined in Section 12.2.1.

12.2.1 Contractor acknowledges and agrees that the SNRHA may assess a monetary penalty for a third, and any subsequent, inspection caused by Contractor's negligence or willful disregard in failing to complete Contractor's scope of work by the initial, or secondary, inspection date assigned by the SNRHA or any other local or state governing body. The penalty for a third, and any subsequent, inspection shall be a \$200 re-inspection appointment fee plus a \$75 per hour services fee plus any overtime fees, if applicable. The monetary penalty shall be paid by Contractor to the SNRHA, or deducted by the SNRHA from the contractor's owed balance under the contract.

11.0 Debarment and Suspension. Contractor agrees, by submitting this bid, to include this clause without modification in all lower tier transactions, solicitations, bids, contracts and subcontracts.



- 11.1 By execution of this Contract with the SNRHA, the Contractor hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67 § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19610-19211), and any relevant program-specific regulations.
- 11.2 Contractor acknowledges and agrees that, pursuant to Federal Acquisition Regulation ("FAR") 9.406-2, the SNRHA has discretion to suspend and/or debar contractor from conducting future business with the SNRHA for contractor's commission of the offenses outlined in FAR 9.406-2, including, but not limited to, violation of any applicable Federal law, commission of fraud, embezzlement and/or debar contractor is in addition to the SNRHA's right to assess the monetary penalties outlined in Section 12.2.1.
- 11.3 Contractor acknowledges and agrees that the SNRHA may assess a monetary penalty for a third, and any subsequent, inspection caused by Contractor's negligence or willful disregard in failing to complete Contractor's scope of work by the initial, or secondary, inspection date assigned by the SNRHA or any other local or state governing body. The penalty for a third, and any subsequent, inspection shall be a \$200 re-inspection appointment fee plus a \$75 per hour services fee plus any overtime fees, if applicable. The monetary penalty shall be paid by Contractor to the SNRHA, or deducted by the SNRHA from the contractor's owed balance under the contract.

12.0 Additional Considerations:

12.1 Right of Joinder Pursuant to NRS 332.195:

- 12.1.1 Any political subdivision within the State of Nevada may be granted the privilege of joining the awarded contract, only at the option of the Contractor. If the Contractor so grants such a privilege, the terms and conditions of the RFP/IFB documents, including the ensuing contract, may be passed on to the joining political subdivision by the Contractor.
- 12.1.2 The Contractor shall retain the unilateral right to allow or disallow any political subdivision the privilege of joining the awarded contract. In the event the Contractor allows another political subdivision to join the SNRHA contract, it is expressly understood that the SNRHA shall in no way be liable for the joining political subdivision obligations to the Contractor in any manner whatsoever.

12.2 **Non-Escalation:** Unless otherwise specified within the RFP/IFB documents, the unit prices reflected on the contract shall remain firm with no provision for price increases during the term of the contract.

12.3 **Funding Restrictions and Order Quantities:** The SNRHA reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to the SNRHA, if:

- 12.3.1 funding is not available;
- 12.3.2 legal restrictions are placed upon the expenditure of monies for this category of service or supplies; or
- 12.3.3 the SNRHA's requirements in good faith change after award of the contract.

12.4 **Permits:** Unless otherwise stated in the contract documents, all local, State or Federal permits which may be required to provide the services ensuing from award of this contract, whether or not they are known to either the SNRHA or the Contractor at the time of the contract execution, shall be the sole responsibility of the Contractor and any costs that were submitted by the Contractor in response to



the contract shall reflect all costs required by the Contractor to procure and provide such necessary permits.

- 12.5 Taxes:** All persons doing business with the SNRHA are hereby made aware that the SNRHA is exempt from paying Nevada State Sales and Use Taxes and Federal Excise Taxes. A letter of Tax Exemption will be provided upon request.
- 12.6 Government Standards:** It is the responsibility of the proposer to ensure that all items and services proposed conform to all local, State and Federal law concerning safety (OSHA and NOSHA) and environmental control (EPA and Clark County Pollution Regulations) and any other enacted ordinance, code, law or regulation. The Contractor shall be responsible for all costs incurred for compliance with any such possible ordinance, code, law or regulation. No time extensions shall be granted or financial consideration given to the Contractor for time or monies lost due to violations of any such ordinance, code, law or regulations that may occur.
- 12.7 Freight On Bill and Delivery:** All costs submitted by the proposer shall reflect the cost of delivering the proposed items and/or services to the location(s) specified within the RFP/IFB documents or within the contract.
- 12.7.1** The Contractor agrees to deliver to the designated location(s) on or before the date as specified in the finalized contract. Failure to deliver on or before the specified date constitutes an event of default by the Contractor. Upon default, the Contractor agrees that the SNRHA may, at its option, rescind the finalized contract under the default clause herein and seek compensatory damages as provided by law.
- 12.8 Backorders:**
- 12.8.1** The PM must be notified by the contractor within 10 days of the following:
- 12.8.1.1** Any and all backordered materials;
 - 12.8.1.2** Any incomplete services; and
 - 12.8.1.3** The estimated delivery date.
- 12.8.2** Unless otherwise stipulated in the contract, any order that will take more than a maximum of 10 days past the original agreed upon delivery date, may at the option of the SNRHA, be canceled and ordered from another source, if, in the opinion of the SNRHA PM, it is in the best interests of the SNRHA to do so.
- 12.9 Communication:** If during the period of the contract, it is necessary that the SNRHA place toll or long distance telephone calls or telegrams in connection therewith (for complaints, adjustments, shortages, failure to deliver, etc.), it is understood that the apparent Contractor and/or Contractor may, at the discretion of the SNRHA, bear the charge or expense for all such calls and/or telegrams.
- 12.10 Work on SNRHA Property:** If the Contractor's work under the contract involves operations by the Contractor on SNRHA premises, the Contractor shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and, except to the extent that any such injury is caused solely and directly by the SNRHA's negligence, shall indemnify the SNRHA, and their officers, agents, servants and employees against all loss which may result in any way from any act or omission of the Contractor, its agents, employees, or subcontractors.
- 12.11 Official, Agent and Employees of the SNRHA Not Personally Liable:** It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of the SNRHA in any way be personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.



- 12.12 Subcontractors:** Unless otherwise stated within the RFP/IFB/bid documents, the Contractor may not use any subcontractors to accomplish any portion of the services required by this contract without the prior written permission of the SNRHA PM.
- 12.13 Salaries and Expenses Relating to the Contractors Employees:** Unless otherwise stated within the RFP/IFB documents, the Contractor shall pay all salaries and expenses of, and all Federal, Social Security taxes, Federal and State Unemployment taxes, and any similar taxes relating to its employees used in the performance of the contract. The Contractor further agrees to comply with all Federal, State and local wage and hour laws and all licensing laws applicable to its employees or other personnel furnished under this agreement.
- 12.14 Independent Contractor:** Unless otherwise stated within the RFP/IFB documents or the contract, the Contractor is an independent contractor. Nothing herein shall create any association, agency, partnership or joint venture between the parties hereto and neither shall have any authority to bind the other in any way.
- 12.15 Severability:** If any provision of this agreement or any portion or provision hereof applicable to any particular situation or circumstance is held valid, the remainder of this agreement or the remainder of such provision (as the case may be), and the application thereof to other situations or circumstances shall not be affected thereby.
- 12.16 Waiver of Breach:** A waiver of either party of any terms or condition of this agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.
- 12.17 Time of the Essence:** Time is of the essence under this agreement as to each provision in which time of performance is a factor.
- 12.18 Limitation of Liability:** In no event shall the SNRHA be liable to the Contractor for any indirect, incidental, consequential or exemplary damages.
- 12.19 Indemnity:**
- 12.19.1** The Contractor shall protect, indemnify and hold the SNRHA, its officers, employees, and agents harmless from and against any and all claims, damages, losses, suits, actions, decrees, judgments, attorney's fees, court costs and other expenses of any kind or character which the SNRHA, its officers, employees, agents, consulting engineers or other retained consultants may suffer, or which may be sought against, recovered from or obtainable against the SNRHA, its officers, employees, and agents, such as:
- 12.19.1.1** as a result of, or by reason of, or arising out of, or on account of, or in consequence of any act or failure to act on the part of the Contractor, in accord with applicable professional standards in the fulfillment or performance of the terms, conditions or covenants that are contained in this contract or agreement, regardless of whether or not the occurrence which gave rise to such claim, damage, loss, suit, action, judgment or expense was caused, in part, by any party indemnified hereunder; or
- 12.19.1.2** as a result of, or by reason of, or arising out of, or on account of, or in consequence of, any neglect in safeguarding the work; or
- 12.19.1.3** through the use of unacceptable materials or products, or both, which may be defective or manufactured, designed or installed so as to give rise to a claim; or



12.19.1.4 because of any claim or amount recovered under the “Nevada Industrial Insurance Act”, or any other law, ordinance, or decree, which claim or recovery arose out of or is attributable to any act or failure to act on the part of the Contractor in the fulfillment or performance of the terms, conditions and covenants that are contained in this contract. Any money due by the Contractor under and by virtue of this contract which is considered necessary by the SNRHA for such purpose, may be retained by the SNRHA for its protection; or in case no money is due, its surety may be held until all such claims, damages, losses, suits, actions, decrees, judgments, attorney’s fees and court costs and other expenses of any kind or character as aforesaid shall have been settled and suitable evidence to that effect furnished to the SNRHA provided, however, that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that it is adequately protected by public liability and property damage insurance, if required;

12.19.1.5 the Contractor shall provide that any contractual arrangement with a subcontractor shall be in conformance with the terms of this Contract including the indemnity provisions of this Section 12.19.

12.19.2 In this connection, it is expressly agreed that the Contractor shall, at its own expense, defend the SNRHA, its officers, employees, and agents, against any and all claims, suits or actions which may be brought against them, or any of them, as a result of, or by reason of, or arising out of, or on account of, or in consequence of any act or failure to act the consequences of which the Contractor has indemnified the SNRHA, its officers, employees, and agents against, and if the Contractor shall fail to do so, the SNRHA shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs of such defense to the Contractor including attorney’s fees and court costs; provided, however, that if the forum in which such claim suit or action is heard determines that the occurrence that gave rise to the same was caused, in whole or in part, by any party who is indemnified hereunder, the SNRHA shall reimburse the Contractor for all, or the indemnified party’s proportionate share, as the case may be, of the costs of such defense.

12.19.3 The Contractor guarantees the payment of all just claims for materials, supplies and labor, and all other just claims against it or any subcontractor, in connection with the contract.

12.20 Lobbying Certification: By execution of this contract with the SNRHA the Contractor thereby certifies, to the best of his or her knowledge and belief, that:

12.20.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement.

12.20.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form- LLL, Disclosure Form to Report Lobbying, in an accordance with its instructions.

12.20.3 The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts



under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

12.21 Additional Federally Required Orders/Directives: Both parties agree that they will comply with the following laws and directives, where applicable:

- 12.21.1** Executive Order 11061, as amended, which directs the Secretary of HUD to take all action which is necessary and appropriate to prevent discrimination by agencies that utilize federal funds.
- 12.21.2** Public Law 88-352, Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall, on the basis of race, color, national origin or sex, be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity which receives federal financial assistance. The SNRHA hereby extends this requirement to the Contractor and its private contractors. Specific prohibited discriminatory actions and corrective action are described in Chapter 2, Subtitle C, Title V of the Anti-Drug Abuse Act of 1988 (42 U.S.C. 19901 et. seq.).
- 12.21.3** Public Law 90-284, Title VIII of the Civil Rights Act of 1968., popularly known as the Fair Housing Act, which provides for fair housing throughout the United States and prohibits any person from discriminating in the sale or rental of housing, the financing of housing or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person because of race, color, religion, sex or national origin. Pursuant to this statute, the SNRHA requires that the Contractor administer all programs and activities, which are related to housing and community development in such a manner as affirmatively to further fair housing.
- 12.21.4** Age Discrimination Act of 1975, which prohibits discrimination on the basis of age.
- 12.21.5** Anti-Drug Abuse Act of 1988 (42 U.S.C. 11901 et. seq.).
- 12.21.6** HUD Information Bulletin 909-23 which is the following:
 - 12.21.6.1** Notice of Assistance Regarding Patent and Copyright Infringement;
 - 12.21.6.2** Clean Air and Water Certification; and
 - 12.21.6.3** Energy Policy and Conversation Act.
- 12.21.7** That the funds that are provided by the SNRHA and HUD hereunder shall not be used, directly or indirectly, to employ, award a contract to, or otherwise engage the services of any debarred, suspended or ineligible Contractor.
- 12.21.8** That none of the personnel who are employed in the administration of the work required by this contract shall, in any way or to any extent, be engaged in the conduct of political activities in violation of Title V, Chapter 15, of the United States Code.
- 12.21.9** That neither party has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, to fix overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against either party or any person interested in the proposed contract; and that all statement in said proposal or bid are true.



12.21.10 The mention herein of any statute or Executive Order is not intended as an indication that such statute or Executive Order is necessarily applicable not is the failure to mention any statute or Executive Order intended as an indication that such statute or Executive Order is not applicable. In this connection, therefore each provision of law and each clause, which is required by law to be inserted in this agreement, shall be deemed to have been inserted herein, and this agreement shall be read and enforced as though such provision or clause had been physically inserted herein. If, through mistake or otherwise, any such provision is not inserted or is inserted incorrectly, this agreement shall forthwith be physically amended to make such insertion or correction upon the application of either part.

13.0 Appendices:

13.1 The following noted documents are placed under each of the noted appendix and are a part of this contract:

13.1.1 **Appendix No. 1:** form HUD-5370-C (10/06), *General Conditions for Non—Construction Contracts Section I (With or Without Maintenance Work), Section II (With Maintenance Work);* (aka Attachment F-1 of the RFP/IFB document);

13.1.2 **Appendix No. 2:** Section 3 Intent to Hire

13.1.3 **Appendix No. 3:** Sample Contract Task Order Form (CTOF), as issued by the SNRHA;

13.1.4 **Appendix No. 4:** Scope of Services, as issued by the SNRHA in regards to RFP No.____; and

13.1.5 **Appendix No. 5:** Contractor’s Scope of Services, as submitted in response to RFP No. ____; and

13.1.6 **Appendix No. 7:** Rates as proposed by the Contractor and agreed upon by the SNRHA.

13.2 Please note that, in the case of any discrepancy between this contract and any of the above noted documents, the requirement(s) listed within the body of this contract shall first take precedence, then the requirement(s) listed within each appendix shall take precedence in the order they are listed above (i.e. the requirement(s) listed the lower listed item may not overrule any requirement(s) within a higher listed item).

13.3 Any document referenced herein that has not been attached is hereby incorporated herein by reference, and a copy of each such document is available from the SNRHA upon written request for such.

14.0 CERTIFICATIONS:

The undersigned representatives of each party acknowledge by signature below that they have reviewed the foregoing and understand their respective obligations as defined herein. This contract may be signed in counterparts.

_____:

By: _____ **Date:** _____



SNRHA CONTRACT NO. C _____
SERVICES
NON-CONSTRUCTION SERVICES

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY:

By: _____ **Date:** _____
LEWIS JORDAN
EXECUTIVE DIRECTOR